



STATE OF NEW MEXICO
PUBLIC SCHOOL FACILITIES AUTHORITY

1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

REQUEST FOR PROPOSALS FOR

RFP # 94000-2027-001

Adequacy Planning Guide Update (Phase 1)

ISSUE DATE: July 19, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Public School Facilities Authority (PSFA) is seeking proposals from qualified consulting teams to complete the first phase of an effort to update the New Mexico Public School Adequacy Planning Guide (APG) and Maximum Allowable Gross Square Foot (GSF) Calculator. The work will also evaluate New Mexico's Statewide Adequacy Standards, which establish statutory requirements for school facilities in New Mexico. The update will identify opportunities to align the APG, GSF Calculator, and Statewide Adequacy Standards with current educational practices, emerging programs, and statewide needs; clarify the relationship between statutory adequacy requirements, planning guidance, and best practices; and improve the clarity, consistency, and usability of these tools for school facility planning in New Mexico.

The selected Consultant will perform the first phase of this effort on behalf of PSFA. The Consultant will evaluate existing planning resources, synthesize relevant best practices and emerging educational programs, assess facility and campus space types, and prepare technical products that establish the foundation for future updates to school facility planning guidance, standards, and implementation tools.

B. BACKGROUND INFORMATION

Organization of the Department

The PSFA was established by the Legislature in 2002 as a result of the Zuni Lawsuit, in which three (3) New Mexico school districts challenged the equity of state capital outlay distribution and won their case. Pursuant to 22-24-9 NMSA 1978, PSFA reports to and operates as staff to the Public-School Capital Outlay Council (PSCOC), manages a funding model that distributes state capital outlay to schools accounting to greatest needs first (needs that are determined by objective methods), and assists school districts with facilities development and management.

Adequacy Planning Guide (APG) provides guidance for school districts seeking state capital funding for facilities from the Public-School Capital Outlay Council (PSCOC). The APG incorporates New Mexico's Statewide Adequacy Standards and informs the Maximum Allowable Gross Square Foot (GSF) Calculator. The GSF Calculator helps districts determine the appropriate size of a school based on programmatic and enrollment requirements. (Key terms used in this Scope of Work are defined in **Exhibit A.**)

Existing space allocations in the APG do not necessarily reflect current educational practices or emerging programs, such as Career Technical Education (CTE), early childhood education, special education, wellness, and others. They also do not consistently account for community needs or shared use of school facilities, such as playgrounds, gyms, or other spaces that may host social services, recreational activities, or other community functions. As a result, the APG, Standards, and GSF Calculator require periodic review to remain aligned with evolving programmatic needs.

C. SCOPE OF PROCUREMENT

PSFA requests a proposal to provide services, identified in this RFP, the term of the contract shall be one (1) year, with the option to renew annually for up to three (3) one-year terms, not to exceed a total contract term of four (4) years.

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

D. PROCUREMENT MANAGER

PSFA has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

Name: Daniel Dominguez, Contract Analyst
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106
Telephone: (505) 507-1561
Email: carfp@nmpsfa.org

All deliveries via express carrier should be addressed as follows:

Name: Daniel Dominguez, Contract Analyst
Reference RFP: 94000-2027-001 Adequacy Planning Guide Consulting Services
Address: 1312 Basehart Road SE.
Suite 200
Albuquerque, NM 87106

1. **Any inquiries** or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.
2. **Protest of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposal pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Addendum” or “Amendment” means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

“Agreement” means the agreement between PSFA and the firm for the work covered by this solicitation.

“Agency” means the Public-School Facilities Authority. This term is used interchangeably with the “Department”.

“Adequacy Planning Guide” or “APG” see definitions in Exhibit A.

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

“Business Hours” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

“Chief Financial Officer” or “CFO” means the Agency’s Chief Financial Officer.

“Close of Business” means (Monday-Friday) 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date and time given.

“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 §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as person telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

“Contractor” or “Consultant” means a successful Offeror who enters into a binding contract with a state agency or local public body.

“Cost Reimbursement” means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

“CTE” means Career Technical Education.

“Department” means the New Mexico Public School Facilities Authority. This term is used interchangeably with “Agency”.

“Deliverable” as defined in Exhibit A, Scope of Work.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

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

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“District” see definitions in Exhibit A.

“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 or bids contain. The digital form must be submitted using

PSFA's designated SharePoint link. The electronic version/copy **CANNOT** be emailed.

"Evaluation Committee" means a body appointed by the PSFA to evaluate Offeror(s) proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the PSFA for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as 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.

"Firm Fixed Price Contract" means a contract which has a fixed total price or fixed unit price.

"FY" means Fiscal Year.

"GSF" means Gross Square Foot.

"GSF Calculator" see definitions in Exhibit A.

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

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). 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 requirements.

"NMSA" means New Mexico Statutes Annotated 1978.

"New Mexico Public School Facilities Authority" or "PSFA" is a statutorily created agency pursuant to 22-24-9 NMSA 1978.

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

"Planning Guidance/Best-Practice Guidance" see definitions in Exhibit A.

"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 the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed

proposals; the only person authorized to respond to questions regarding the scope of services to be performed under this RFP.

“Proposal” means an Offeror’s written offer or response to a Request for Proposal.

“Redacted” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outline in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

“Request for Proposals” or “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 “Responsive Proposal” means an offer or proposal 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 original hard copy submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. PSFA 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.

“Single Source Award” means an award of contract for items of tangible personal property, services or construction to only one Offeror.

“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.

“Statement of Concurrence” means an affirmative statement from the Offeror indicating its response to the required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable”, etc.)

“Statewide Adequacy Standards” see definitions in Exhibit A

“Statutory Adequacy Requirements” see definitions in Exhibit A

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

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.
<https://nmppsfa.org/current-solicitations/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this 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	PSFA	July 19, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	July 28, 2026
3. Pre-Proposal Conference – Non-Mandatory	PSFA	July 30, 2026 at 1:00 p.m.
4. Deadline to submit Written Questions	Potential Offerors	August 7, 2026
5. Response to Written Questions	Procurement Manager	August 13, 2026
6. Submission of Organizational Reference Contacts	Potential Offerors	August 28, 2026
7. Submission of Proposal	Potential Offerors	September 10, 2026 at 3:00 p.m.
8. Proposal Evaluation	Evaluation Committee	September 14 – September 18, 2026
9. Selection of Finalists	Evaluation Committee	September 18, 2026
10. Finalists Presentation/Interview, if required	Offeror	September 23, 2026
11. Best and Final Offer, if required	Offeror	September 30, 2026
12. Finalize Contract	The Department/Offeror	October 5, 2026
13. Contract Award	The Department	October 8, 2026
14. Protest Deadline	Offeror	15 Days After Contract Award

*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the PSFA on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager (See Section I.D), to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager by **11:59 pm MST/MDT** on the date indicated in Section II.A, Sequence of Events. Please indicate in your E-mail subject line: "Acknowledgement of Receipt RFP# 94000-2027-001"

The procurement distribution list will be used for the distribution of written responses to the questions, and/or any amendment to the RFP. Failure to return the form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section 1.G.) responses to written questions and any amendments to the RFP.

3. Preproposal Conference

A non-mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:00 PM MST/MDT via TEAMS:

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the questions(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the dated listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events.

5. Response to Written Questions

Written responses to written questions and any RFP amendments will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:
<https://nmppsfa.org/current-solicitations/>

6. **Submission of Proposal**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN **3:00 PM MST/MDT** ON THE DATE INDICATED IN SECTION II.A., SEQUENCE OF EVENTS BY THE PROCUREMENT MANAGER OR DESIGNEE. **NO LATE PROPOSALS CAN BE ACCEPTED.** They will be returned to the Offeror unopened. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Adequacy Planning Guide (APG) Consulting Services Request for Proposal. Proposals submitted by facsimile and other electronic means **will not** be accepted.

7. **Electronic Copy for Evaluation Purposes Only (Excluding the Cost Response)**

Offerors will also be required to upload an electronic copy of their proposal (excluding the Cost Response) to a PSFA-designated SharePoint folder for **evaluation purposes only**. A unique SharePoint upload link with instructions will be provided to each Offeror via E-mail who submits a complete Acknowledgment Form per Section II.A.

The required hard-copy proposal bearing original signatures constitutes the **official proposal submission** for the purpose of determining timelines and responsiveness. **Hard-copy proposals not received by the deadline will be deemed non-responsive and rejected as late**, regardless of any electronic upload. Failure to upload the electronic copy by the stated deadline will not, by itself, render a proposal non-responsive, provided the required hard-copy proposal is received timely.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract award 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.

In the event of any inconsistency or conflict between the hard-copy proposal and the electronic copy uploaded to the PSFA-designated SharePoint folder, **the hard-copy proposal marked “ORIGINAL”** shall control for purposes of the evaluation and award.

8. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by the PSFA. This process will take place approximately as stated in Section II.A, Sequence of Events. 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, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by Offerors.

9. **Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

10. **Oral Presentation (if applicable)**

Finalist Offerors, as selected per Section II.B.9 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). PSFA will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

11. **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers per schedule Section II.A., Sequence of Events or as soon as possible. Best and Final Offers may be clarified and amended at Finalist Offeror's oral presentation.

12. **Finalize Contract**

After Approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, PSFA reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

13. **Contract Award**

After review of the Evaluation Committee Report, the recommendation of the Evaluation Committee, and the signed contract, will award the contract as stated in Section II.A., Sequence of Events. This date is subject to change at the discretion of the PSFA. The contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

14. **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request or Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 PM MST/MDT on the 15th 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 grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Tyra Rankin
NM Public School Facilities Authority
1312 Basehart Road, SE, Suite 200
Albuquerque, New Mexico 87106

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13 NMSA 1978 and purchasing regulations as adopted by the PSFA.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirement in Section II.C.36., located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract 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 PSFA. PSFA entering into a contractual agreement with a vendor will make payments only to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Subcontractors are disfavored but may be allowed with prior written approval of PSFA, in writing, 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. **PSFA 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, 1.4.1.5 & 1.4.1.36 NMAC.

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**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. Confidential financial information concerning the Offerors' organization; and
2. Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, PSFA shall examine the 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 disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. **No Obligation**

This procurement in no manner obligates the PSFA or any of its agencies to the use of any Offeror's services until a valid written contract is awarded and approved by the 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 PSFA determines such action to be in the best interest of the State of New Mexico.

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 termination will be effected by sending written notice to the Contractor. PSFA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. **Legal Review**

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

14. **Prohibited Bidding**

Pursuant to 10-16-13 NMSA 1978, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualification, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

15. **Consent to Jurisdiction and Venue**

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the PSFA, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror by submitting such proposal, the Offeror agrees and consents that the Bernalillo County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

16. **Basis for Proposal**

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

17. **Contract Terms and Conditions**

The contract between the PSFA and the successful Offeror will follow the format specified by the State of NM. The Offeror must sign and return Appendix A,

Acknowledgement of Receipt Form, to participate.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's accepted proposal may be incorporated into and become part of the contract. Should negotiation of additional terms be required, PSFA approval must first be obtained.

In the event the Offeror's accepted proposal conflicts with the RFP, the proposal governs, and, in the event the contract conflicts with the proposal, the contract governs.

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

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

18. **Offeror's Additional 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 PSFA.

19. **Contract Deviations**

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

20. **Offeror Qualifications**

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

21. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.E. 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/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee. Administrative deficiencies related solely to electronic copies (excluding the Cost Response) provided for evaluation convenience may be waived at the discretion of PSFA, provided the hard-copy proposal is timely received and otherwise responsive.

22. **Change in Contractor Representatives**

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

23. **Notice of Penalties**

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

24. **PSFA Rights**

PSFA in agreement with the Evaluation Committee, reserves the right to accept all or a portion of an Offeror's proposal.

25. **Right to Publish**

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

26. **Ownership of Proposals**

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

27. **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 and provide to PSFA in order to receive this correspondence.

28. **Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the PSFA, the version maintained by the PSFA shall govern. Please refer to:

<https://nmppsfa.org/current-solicitations/>

29. **Amendment to RFP**

Any amendments to this RFP will be issued to all Offerors submitting an Acknowledgement of Receipt form (see Appendix A). The Offerors will be required to acknowledge receipt of the amendments in writing.

30. **Confidentiality**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of PSFA.

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 PSFA's written permission.

31. **Suspension and Debarment Clause/Form**

The Contractor assures that neither it nor any of its subcontractors are in default of any of their required certifications or licenses to engage in business in New Mexico as noted in Section II.C, Offeror Qualifications. The Offeror must complete the certification form in Appendix D to certify compliance with Federal regulations relating to suspension and debarment.

32. **New Mexico Employees Health Coverage Form**

- A. If the Offeror has, or grows to six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contract between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of the State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information:
<https://bewellnm.com>
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

33. **Campaign Contribution Disclosure Form**

Offeror must complete and sign the Appendix B Campaign Contribution Disclosure Form whether any applicable contribution has been made or not. This form must be submitted with each proposal whether an applicable contribution has been made or not. **Failure to complete and return the signed unaltered form will result in disqualification.**

34. **New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of 13-1-21 NMSA 1978 (as amended), Offers must include copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue.

<https://www.tax.newmexico.gov/businesses/business-preference-certification>

PSFA will not award an Offeror both a Resident /Native American business and a Resident Veteran/Native American Veteran business preference.

35. Conflict of Interest: Government Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

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

36. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be signed by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone and E-mail address of the person authorized by the organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarification or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor(s) that may be utilized in the performance of any resultant contract award;
4. Identify any other entity(ies) (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

37. Disclosure Regarding Responsibility

- A. Any prospective Contractor 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 Contractor, or any principal of the Contractor's company:
 1. Is presently disbarred, suspended, proposed for debarment, or declared ineligible for award of any contract by any federal entity, state agency or local public body;

2. Has within a three-year period preceding this offer been convicted in a criminal matter or had a civil judgement rendered against them for:
 - a. 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;
 - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, make false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. 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;
 4. 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:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payments. 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 enforces collection action is precluded.
 - c. Have within a three-year period preceding this offer had one or more contracts terminated for default by any federal, 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 Contractor shall provide immediate written notice to PSFA, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or become 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 Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor 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 Contractor is not required to exceed that which is the normally possessed by a prudent person in the y 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 Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the PSFA or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government or PSFA may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the PSFA.

III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall provide one (1) original hard copy of the complete proposal with original signatures, clearly labeled “ORIGINAL” along with the RFP number, RFP Title and the Offerors business name and one (1) hard copy, clearly labeled “COPY”, in accordance with Section II.B.6. The hard copy of the **Appendix F: Cost Response form** must be submitted with the proposal in a separate, sealed envelope, also clearly labeled as noted above. The Cost Response shall not be uploaded to SharePoint and shall be submitted **only** in hard-copy form as a separately sealed envelope.

An electronic copy of the proposal (excluding the Cost Response) shall be uploaded to the PSFA-designated SharePoint folder for evaluation purposes only and does not constitute an official submission and will not be used to determine timeliness or responsiveness.

For avoidance of doubt, Offerors are reminded that the required hard copy proposal bearing original signatures constitutes the official proposal submission, and electronic copies provide on PSFA’s designated SharePoint link, must be identical in content.

Offeror must deliver their sealed proposal per the instructions on the RFP, Section II A, Sequence of Events.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The size of the proposal is recommended not to exceed thirty-six (36) single-sided pages. Exclusions to this limitation will be the Letter of Introduction; Table of Contents; Covers; Dividers; Resumes; Other attachments, such as letters of appreciation, etc.; Acknowledgement of Amendments (if applicable). Electronic

copies of Binders 1 and 2 must be in Word, PDF or Excel formats.

1. **Proposal Content and Organization**

The proposal must be organized in two (2) binders and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. **All discussion of proposed costs, rates or expenses must occur only in binder 2 with the cost response form.**

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Technical Proposal Binder #1 – DO NOT INCLUDE ANY COST INFORMATION IN THE PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution
3. Table of Contents
4. Proposal Summary (**Do not include Cost**)
5. Offeror's Additional Terms and Conditions (from Section II.C.18)
6. Response to Contract Terms and Conditions (from Section II.C.17)
7. Response to Specifications Forms and Appendices (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational References
 - i. Key Personnel
 - ii. Experience on Similar Contracts
 - iii. Examples of a Project Success and Failure
 - b. Mandatory Specifications
 - c. Desirable Specifications
 - d. Problem Statement
 - i. Background Information and Project Selection Rationale
 - ii. Project Goals and Objectives
8. Planning
 - i. Planning Document
 - ii. Project Permit Requirements
 - iii. Project Stakeholders and Community Support
9. Methods
 - i. Implementation Methods
 - ii. Monitoring Plan
10. Implementation Schedule

11. New Mexico/Native American Resident Preferences
12. Attachments (letters of support, planning document excerpt, etc.)

Cost Proposal Binder #2

1. Completed Cost Response Form

A Proposal Summary is included in Offeror's Technical proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors shall respond in the form of a thorough narrative to each mandatory specification. Failure to address mandatory specifications/requirements, or submit mandatory forms, may result that the Offeror's proposal is non-responsive.

INFORMATION

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- Office space;
- Desk, telephone, computer connection, printer;
- Access will be available to copiers and fax machines.

2. Work Performance

For the purpose of preparing proposals, Offerors must assume that the majority of the on-site work will be performed at the location specified below.

**The Public School Facilities Authority
1312 Basehart Road, SE, Suite 200
Albuquerque, New Mexico 87106**

A. DETAILED SCOPE OF WORK

The Contractor shall provide all professional services required and provide all deliverables in accordance with Exhibit A - Adequacy Planning Guide (APG) Scope of Work, incorporated herein by reference.

1. **Organizational References**

Offeror shall provide a minimum of five (5) external organizational references as part of their proposal submission from similar projects/programs performed for state or local government clients or other relevant organizations within the last three (3) years.

The list of references must be submitted to the Procurement Manager no later than **August 28, 2026**.

The Procurement Manager will select up to three (3) references from the list provided for evaluation purposes.

The Procurement Manager will contact the selected references directly and provide an electronic link to the Organizational Reference Questionnaire.

References must submit completed questionnaires no later than the proposal submission deadline identified in Section II.A, Sequence of Events.

Failure of a reference to respond by the stated deadline may adversely affect the Offeror's evaluation.

Offers shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Client Phone Number;
- c) Client E-mail address;
- d) Project description;
- e) Project dates (start and ending);
- f) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- g) Staff assigned to reference engagement that will be designated for work per this RFP; and
- h) Client project manager name, telephone number, fax number and e-mail address.

Offerors shall not distribute the Organizational Reference Questionnaire, ("Questionnaire"), collect responses, or have access to completed reference evaluations. The Procurement Manager or designee will distribute the questionnaire directly to selected references using an electronic link. References shall submit responses directly to PSFA. It is the Offeror's responsibility to ensure the organizational list is submitted on or before the date indicated Section II.A, Sequence of Events, for inclusion of the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Organizational Reference Questionnaire are intended to support and inform the Evaluation Committee's assessment of the Offeror's qualifications and experience and are not evaluated as separate criteria.

Organizational reference questionnaires may be administered electronically. Offerors shall provide reference contact information to the Procurement Manager by the deadline identified in Section II.A, Sequence of Events. The Procurement Manager or designee will distribute the Organizational Reference Questionnaire directly to the references using a standardized electronic link or form. References shall submit responses directly to PSFA.

2. Mandatory Specifications

Mandatory Specifications: Offerors must reply to each mandatory specification.

Failure to respond to each mandatory specification will result in disqualification.

1. Acknowledgement of Receipt Form
2. Letter of Transmittal Form
3. Campaign Contribution Disclosure Form
4. New Mexico Employees Health Coverage Form
5. Suspension and Debarment Form
6. Conflict of Interest Disclosure
7. Statement of Concurrence to Exhibit A – Scope of Work
Offer must submit a Statement of Concurrence confirming that it has reviewed Scope of Work (APG) and agrees to comply with all requirements, tasks, deliverables, and engagement obligations contained therein.
8. Acceptance of Contract Terms and Conditions
Offerors must confirm it has read and agrees to the Contract Terms and Conditions.
9. Submission Timelines & Format
Approval required for changes to key personnel; replacement must be equal or better in qualifications. These personnel may also be changed for other reasons with the express prior written permission of the Agency. However, in either case, the Agency retains the right to approve or reject replacements. Other personnel may be changed with the written approval of the Agency, provided that replacements have substantially the same or better qualifications or experience, as deemed by the Agency. A statement of concurrence is required.
10. Cost Proposal – Mandatory for submission
The total proposed cost for performing the services described in Exhibit A - APG Scope of Work must be itemized using the criteria below.

The Offeror shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket expenses, such as travel, per diem and applicable overhead.

The Offeror shall also provide a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable;
- Monthly rate and number of hours estimated to complete the scope of services.
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

NOTE: Mandatory items identified in this Section are material requirements. Evaluation methodology and scoring, including Pass/Fail determinations and scoring are set forth in Section V (Evaluation).

3. Desirable Specifications

Offerors should respond to each specification thoroughly and clearly.

1. Understanding of the Project Purpose and Scope of Work
Demonstrates a clear understanding of the purpose of the APG update, the objectives of Phase 1, the statutory and planning context, and the tasks and deliverables identified in the Scope of Work (Exhibit A).
2. Project Management and Quality Control
Demonstrates the ability to manage a multidisciplinary technical project, including project organization, scheduling, coordination, communication, quality-control procedures, risk management, and production of accurate, complete, and timely work products.
3. Relevant School Facility Planning Experience
Demonstrates experience in public school facility planning, educational programming, adequacy standards, space planning, educational specifications, or comparable projects involving school facility planning and design guidance.
4. Experience with Standards, Planning Guides, and Planning Methodologies
Demonstrates experience developing, evaluating, or applying facility standards, adequacy standards, planning guides, space allocation methodologies, planning tools, Gross Square Foot (GSF) methodologies, or comparable decision-support documents used in school facility planning.
5. Technical Approach to Existing Conditions Review (Task B)
Demonstrates a clear methodology for reviewing and evaluating existing planning documents, standards, methodologies, and supporting information; documenting existing conditions; identifying gaps, inconsistencies, and opportunities; and preparing clear technical summaries and analyses.
6. Technical Approach to Best Practices and Emerging Educational Programs (Task C)
Demonstrates the ability to research, evaluate, and synthesize national best practices, emerging educational programs, planning methodologies, and multidisciplinary technical topics—including prototype school planning, cost control, sustainability, resilience, site planning, transportation and access, school security, renewable energy, and related subjects—and assess their applicability to New Mexico public schools.
7. Technical Approach to APG Facility and Campus Space-Type Evaluation (Task D)
Demonstrates a clear methodology for evaluating existing facility and campus space types, identifying potential revisions or new categories, relating findings to educational programs, adequacy standards, and the GSF Calculator, and preparing well-organized technical recommendations for future phases.
8. Project Team Qualifications and Specialized Expertise
Demonstrates that the proposed Project Manager and key personnel possess appropriate qualifications, clearly defined responsibilities, sufficient availability, and expertise in the technical disciplines required to complete the Scope of Work.

9. Relevant Past Performance

Demonstrates successful completion of comparable projects involving facility planning, facility standards, planning guidance, technical research, or similar studies, including evidence of technical competence, quality work products, schedule performance, and client satisfaction.

10. Project Cost

Demonstrates that the proposed cost is reasonable, adequately documented, and consistent with the proposed scope of services and level of effort.

V. EVALUATION

Prior to scoring, proposals will be reviewed for compliance with all Mandatory Requirements identified in Section IV. Failure to meet any Mandatory Requirement shall result in a determination that the proposal is non-responsive and eliminated from further consideration. Evaluation Committee members shall not independently contact Offeror references.

A. EVALUATION POINT TABLE/SUMMARY

The following table summarizes the evaluation criteria and point allocations described in Section V.

	Factor	Points Available
1	Acknowledgement of Receipt Form	Pass/Fail, 0 points
2	Letter of Transmittal Form	Pass/Fail, 0 Points
3	Campaign Contribution Disclosure Form	Pass/Fail, 0 points
4	New Mexico Employees Health Coverage Form	Pass/Fail, 0 points
5	Suspension and Debarment Form	Pass/Fail, 0 points
6	Conflict of Interest Disclosure	Pass/Fail, 0 points
7	Statement of Concurrence to Exhibit A – Scope of Work	Pass/Fail, 0 points
8	Acceptance of Contract Terms and Conditions	Pass/Fail, 0 points
9	Submission Timelines & Format	Pass/Fail, 0 points
10	Understanding of Project Purpose and Scope	80
11	Relevant School Facility Planning Experience	160
12	Experience with Standards, Planning Tools, and Guidance Documents	120
13	Technical Approach to Existing Conditions Review (Task B)	100
14	Technical Approach to Best Practices and Emerging Educational Programs (Task C)	150
15	Technical Approach to APG Facility and Campus Space-Type Evaluation (Task D)	130
16	Project Team Qualifications and Specialized Expertise	110
17	Project Management and Quality Control	80
18	Relevant Past Performance	40
19	Cost Proposal and Value	30
	TOTAL	1000

B. EVALUATION FACTORS

The Agency will evaluate responsive proposals and points will be awarded on the basis of the following evaluation factors:

1. Acknowledgement of Receipt Form (Pass/Fail, zero points assigned)
2. Letter of Transmittal Form (Pass/Fail, zero points assigned)
3. Campaign Contribution Disclosure Form (Pass/Fail, zero points assigned)
4. New Mexico Employees Health Coverage Form (Pass/Fail, zero points assigned)
5. Suspension and Debarment Form (Pass/Fail, zero points assigned)
6. Conflict of Interest Disclosure (Pass/Fail, zero points assigned)
7. Statement of Concurrence to Exhibit A – Scope of Work (Pass/Fail, zero points)
8. Acceptance of Contract Terms & Conditions. (Pass/Fail, zero points assigned).
9. Submissions Timeline & Format. (Pass/Fail, zero points assigned).
10. Understanding of Project Purpose and Scope of Work (up to 80 points may be awarded).
Demonstrated understanding of the APG update, Phase 1 objectives, statutory context, and the Scope of Work.
11. Relevant School Facility Planning Experience (Up to 160 points may be received)
Demonstrated national experience in public school facility planning, educational programming, adequacy standards, space planning, or comparable projects.
12. Experience with Standards, Planning Tools and Guidance Documents (Up to 120 points may be received)
Experience developing or evaluating facility standards, planning guides, space allocation methods, adequacy criteria, or similar planning or decision-support tools.
13. Technical Approach to Existing Conditions Review (Task B) (Up to 100 points may be received)
A clear, organized approach to reviewing the APG, Statewide Adequacy Standards, GSF Calculator, and prior stakeholder input. A clear approach to identifying gaps and key issues.
14. Technical Approach to Best Practices and Emerging Educational Programs (Task C) (Up to 150 points may be received)
A sound methodology and team expertise for researching and synthesizing national best practices for emerging educational programs, prototype schools, cost control, energy efficiency, climate resilience, site planning, school transportation and access, security, and other specialized topics requiring multidisciplinary expertise, and

evaluating their applicability to New Mexico's public schools.

15. Technical Approach to APG Facility and Campus Space – Type Evaluation (Task D) (Up to 130 points may be received)

A clear methodology for evaluating existing space types, identifying needed revisions or additions, and relating findings to educational programs, adequacy standards, and the GSF Calculator.

16. Project Team Qualifications and Specialized Expertise (Up to 110 points may be received)

Qualified project manager and key personnel, with appropriate team organization, availability, and expertise in the required technical disciplines.

17. Project Management and Quality Control (Up to 80 points may be awarded)

A realistic work plan, schedule, coordination, communication, quality-control procedures, risk management approach, and ability to deliver complete, accurate work products in a timely manner.

18. Relevant Past Performance (Up to 40 points may be awarded)

Successful completion of comparable projects, demonstrated technical competence, responsiveness, schedule performance, and favorable client references or project outcomes.

19. Project Cost (Up to 30 points may be awarded)

Demonstrates that proposed cost is reasonable, well-documented, and aligned with the Scope of Work and level of effort. The formula that will be utilized for the calculation of points for this item will be:

$$(\text{The lowest cost proposal} \div \text{Offeror's Total Cost}) \times 30$$

20. New Mexico/Native American Resident Preferences

To ensure application of §13-1-21 NMSA 1978 (as amended), an Offeror MUST submit a copy, in this section, of its valid New Mexico/Native American Resident Preference Certificated or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

New Mexico/Native American Resident Preference (80 points) or
New Mexico/Native American Veteran Preference (100 Points)

APPENDIX A

Acknowledgement of Receipt Form
ADEQUACY PLANNING GUIDE Update (Phase 1)
RFP # 94000-2027-001

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix A - Definitions.

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager, identified in Section I.D. of this RFP, no later than close of business **on the date described in Section II, Paragraph A, Sequence of Events**. 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 Agency's written responses to those questions as well as RFP amendments, if any are issued.

OFFEROR: _____

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.
Offeror does/does not (**circle one**) intend to respond to this Request for Proposals.

Must be delivered to:

Daniel Dominguez, Contracts Analyst
NM Public School Facilities Authority
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106
E-Mail: carfp@nmopsfa.org

APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____ Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

Signature and 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 and Date _____ Title (Position) _____

Contractor Name

APPENDIX C

New Mexico Employees Healthcare Coverage Form

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

Have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

Signature of Offeror: _____

Date: _____

APPENDIX D

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract the Contractor certifies by signing this contract, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the PSFA relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the PSFA's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the PSFA, the PSFA may terminate the contract.
- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the PSFA when it requests subcontractor approval from the PSFA. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the PSFA may refuse to approve the use of the subcontractor.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure **sign and/or submit** this form will result in the disqualification of Offeror's proposal. This Letter of Transmittal does not substitute for the required Statement of Concurrence identified in Section IV.

RFP# 94000-2027-001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):
___ No.
___ Yes. Identify subcontractor/s: _____
4. Will any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)
___ No.
___ Yes. Identify entity/ies: _____

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.

Sign: _____
(Must be signed by the individual identified in item #2.A, above.)

Date: _____

APPENDIX F

COST RESPONSE

Offerors must complete this Appendix F: Cost Response form. Offeror shall reference all work positions associated with this project, and each position(s), firm fixed hourly rate. Add additional lines as needed. PSFA, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. Failure to successfully negotiate rates may result in termination of the Agreement.

	*PERSONNEL TITLE/CLASSIFICATION	HOURLY PAY RATE
1.	Principal – or equivalent* [Required]	\$
2.	Senior Project Manager – or equivalent* [Required]	\$
3.	Project Manager – or equivalent* [Required]	\$
4.	Design/Specification Writer– or equivalent* [Required]	\$
5.	Planner - or equivalent* [Required]	\$
6.	Data Analyst - or equivalent* [Required]	\$
7.	Clerical Staff - or equivalent* [Required]	\$
8.		\$

APPROXIMATE HOURS	Name of Prime Contractor							Subtotal	TOTAL HOURS
	Name 1 Title 1	Name 2 Title 2	Name 3 Title 3	Name 4 Title 4	Name 5 Title 5	Name 6 Title 6	Name 7 Title 7		
Task A. Manage Phase 1 Work									
Task B. Review Existing APG, Standards, and GSF Calculator									
Task C. Synthesize Best Practices and Emerging Educational Programs									
Task D. Evaluate APG Facility and Campus Space Types									
Total Hours									

APPROXIMATE HOURS	Name of Subcontractor							Subtotal	TOTAL HOURS
	Name 1 Title 1	Name 2 Title 2	Name 3 Title 3	Name 4 Title 4	Name 5 Title 5	Name 6 Title 6	Name 7 Title 7		
Task A. Manage Phase 1 Work									
Task B. Review Existing APG, Standards, and GSF Calculator									
Task C. Synthesize Best Practices and Emerging Educational Programs									
Task D. Evaluate APG Facility and Campus Space Types									
Total Hours									

Approximate Grand Totals	Totals for both Contractors and Subcontractor (s) combined								
Task A. Manage Phase 1 Work									
Task B. Review Existing APG, Standards, and GSF Calculator									
Task C. Synthesize Best Practices and Emerging Educational Programs									
Task D. Evaluate APG Facility and Campus Space Types									

Firm Name:	
Signature:	Date:

APPENDIX G

RFP# 94000-2027-001

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This questionnaire will be distributed only by the Procurement Manager. Offerors shall not distribute this questionnaire, collect responses, or have access to completed reference evaluations.

Selected references must complete and submit the questionnaire no later than **no later than August 28, 2026, at 3:00 p.m. MST/MDT**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to the organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at 505-507-1561 & carfp@nmppsfa.org. When contacting the Procurement Manager, include the Request for Proposal (RFP) number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

APPENDIX H

Sample Agreement



STATE OF NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY

1312 Basehart Road SE # 200, Albuquerque, NM 87106 • (505) 843-6272 •

<https://www.nmpsfa.org>

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. XXXXXX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public School Facilities Authority, hereinafter referred to as the “PSFA,” and XXXXXX, hereinafter referred to as the “Contractor,” and collectively the parties are hereinafter referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978, §13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the PSFA has selected the Contractor as the offeror most advantageous to the State of New Mexico;

WHEREAS, the PSFA was created to serve as staff to the PSCOC pursuant to NMSA 1978, §22-24-9 and is empowered with oversight functions as required by the PSCOC;

WHEREAS, all terms and conditions of the RFP 94000-2026-003 Adequacy Planning Guide and the Contractor’s response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. Compensation.

A. Monthly Invoicing.

The Contractor shall submit invoices on a monthly basis for services performed during the preceding month. Each invoice must include a detailed breakdown of work completed, hours (if applicable), and associated costs. Invoices shall be submitted later than the 15th of the following month.

B. Payment.

The total compensation under this Agreement shall not exceed \$XXXXX inclusive of New Mexico gross receipts tax and expenses. **This amount is a maximum and does not guarantee that the assigned work to be performed by Contractor under this Agreement will reach the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying PSFA when the Services provided under this Agreement reaches the total compensation amount. In no event will the Contractor be paid for Services provided in excess of**

the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, §13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the PSFA no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Taxes. Contractor will be reimbursed by PSFA for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, State and local taxes applicable to its operation. Contractor shall require to hold PSFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions require under Federal and/or State and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the Final Required Signatory and shall terminate on **XXXXX** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, §13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, §13-1-150.

4. Termination.

- A. Grounds. The PSFA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the PSFA's uncured, material breach of this Agreement.

- B. Notice; PSFA Opportunity to Cure.

- 1) Except as otherwise provided in Paragraph (4)(B)(3), the PSFA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give PSFA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the PSFA's material breaches of this Agreement upon which the termination is based and (ii) state what the PSFA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the PSFA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the PSFA does not, within the thirty (30) day notice period, notify the Contractor

of its intent to cure and begin with due diligence to cure the material breach.

- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the PSFA; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the PSFA's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PSFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the PSFA or the Contractor of notice of termination of this Agreement, the Contractor shall:

- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the PSFA;
- 2) comply with all directives issued by the PSFA in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as the PSFA shall direct for the protection, preservation, retention or transfer of all property titled to the PSFA and records generated under this Agreement.

Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the PSFA upon termination and shall be submitted to the PSFA as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the PSFA to the Contractor. The PSFA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the PSFA and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The

Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the PSFA.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the PSFA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the PSFA.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the PSFA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 PSFA.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the PSFA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with NMSA 1978, §10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any PSFA employee while such employee was or is employed by the PSFA and participating directly or indirectly in the PSFA's contracting process;

- 2) this Agreement complies with NMSA 1978, §10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, §10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with NMSA 1978, §10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the PSFA's making this Agreement;
 - 4) this Agreement complies with NMSA 1978, §10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, §10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - 5) in accordance with NMSA 1978, §10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - 6) in accordance with NMSA 1978, §10-16-3 and §10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the PSFA.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the PSFA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the PSFA if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the PSFA and notwithstanding anything in the Agreement to the contrary, the PSFA may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

13. Amendment.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

- B. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, §38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the PSFA.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the PSFA, the General Services Department/State Purchasing Division and

the State Auditor. The PSFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the PSFA to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the PSFA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the PSFA and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Insurance.

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the PSFA to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Professional Liability:

- 1) One Million dollars (\$1,000,000.00) per occurrence
- 2) Two Million dollars (\$2,000,000.00) annual

B. Contractor shall maintain the above insurance for the term of this Agreement and name the PSFA to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

24. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the PSFA.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the PSFA:

XXXXXX

1312 Basehart Road SE, Suite 200

Albuquerque, New Mexico 87106

To the Contractor:

XXXXXX

XXXXXX

XXXXXX

XXXXXX

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. Warranties.

Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW. Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

28. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the PSFA and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the PSFA and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the PSFA irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the PSFA, and the Contractor consents to the PSFA's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. PSFA's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that PSFA may have under applicable law, including, but not limited to, monetary damages.

32. New Mexico Employees Health Coverage.

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

33. Default and Force Majeure.

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

34. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the PSFA.

35. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the PSFA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date of the PSFA signature below. Each of the signatories below may execute this Agreement by hard copy original, digital or electronic signature, any of which shall be deemed to be true and original signature hereunder.

By: _____ Date: _____
Contractor Name
Contractor Title

By: _____ Date: _____
Marcos Trujillo, Executive Director
New Mexico Public School Facilities Authority (PSFA)

Approved for financial sufficiency:

By: _____ Date: _____
Matthew Schimmel, Chief Financial Officer
New Mexico Public School Facilities Authority

The records of the Taxation and Revenue Department reflect that the **Contractor** is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Contractor NM Tax ID Number: XX-XXXXXX-XX-X

By: _____ Date: _____
Taxation & Revenue Department

Taxation and Revenue are only verifying the registration and will not confirm or deny taxability statements contained in this contract.

EXHIBIT A
Scope of Work (SOW)
Adequacy Planning Guide UPDATE– Phase 1

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1. Background / Purpose

The Adequacy Planning Guide (APG) provides guidance for school districts seeking state capital funding for facilities from the Public School Capital Outlay Council (PSCOC). The APG incorporates New Mexico's Statewide Adequacy Standards and informs the Maximum Allowable Gross Square Foot (GSF) Calculator. The GSF Calculator helps districts determine the appropriate size of a school based on programmatic and enrollment requirements. (Key terms used in this Scope of Work are defined in **Exhibit A Appendix A.**)

Existing space allocations in the APG do not necessarily reflect current educational practices or emerging programs, such as Career Technical Education (CTE), early childhood education, special education, wellness, and others. They also do not consistently account for community needs or shared use of school facilities, such as playgrounds, gyms, or other spaces that may host social services, recreational activities, or other community functions. This creates a need for clearer guidance on how those spaces and related systems should be planned and designed so PSCOC participation remains limited to PreK–12 educational uses and other costs remain separable over time. As a result, the APG, Statewide Adequacy Standards, and GSF Calculator require periodic review to remain aligned with evolving educational practices, programmatic needs, and community expectations.

PSFA has elected to complete this update through a phased implementation strategy. This Scope of Work defines the first phase of that effort, which focuses on reviewing the existing APG, Statewide Adequacy Standards, and GSF Calculator; identifying national best practices and emerging educational programs; and evaluating existing and potential future APG facility and campus space types. The work performed under this phase will establish the technical foundation for subsequent phases of the project.

Future phases are expected to build upon the work completed under this Scope of Work by synthesizing the technical findings and stakeholder input gathered through the overall APG update process into recommended revisions to the APG and GSF Calculator, developing guidance on policies, procedures, and update cycles, and preparing training materials and implementation support.

This Scope of Work defines the services, tasks, deliverables, and engagement requirements for a qualified consulting team to perform the first phase of this effort on behalf of the New Mexico Public School Facilities Authority (PSFA). The selected Consultant will work closely with the PSFA Project Manager to develop a comprehensive technical foundation that will inform subsequent project phases and ultimately support updated planning guidance, standards, and implementation tools for public school facility planning throughout New Mexico.

2. Consultant Qualifications

The Consultant team must demonstrate national experience in school facility planning and design, including the ability to translate educational programs, enrollment needs, adequacy requirements, and facility planning best practices into clear guidance, standards, tools, and stakeholder materials. The team must also have experience evaluating school facility space types, planning standards, and related guidance documents; integrating emerging educational programs and relevant national best practices into school facility planning; and addressing specialized topics relevant to this Scope of Work. Specialized topics include cost control, prototype school planning, site selection, non-motorized access, school security, hazard resilience, renewable energy, outdoor lighting and night-sky protection, and electric vehicle and school bus charging infrastructure.

PSFA reserves the right to approve or replace any member of the consulting team at its discretion to ensure alignment with project goals, the public interest, and the integrity of stakeholder engagement.

3. Consultant Tasks / Scope

Overview of Work

The Consultant shall perform Phase 1 of PSFA's phased APG update. Phase 1 encompasses the following tasks:

- Task A: Phase 1 Project Management
- Task B: Review Existing APG, Statewide Adequacy Standards, and GSF Calculator
- Task C: Synthesize Best Practices and Emerging Educational Programs
- Task D: Evaluate APG Facility and Campus Space Types

Tasks B, C, and D are designed to build on one another without duplicating effort. Task B establishes what the current APG, Statewide Adequacy Standards, and GSF Calculator say or fail to address. Task C identifies relevant national best practices, emerging educational programs, and comparable planning models. Task D applies the findings from Tasks B and C to evaluate APG facility and campus space types and identify potential revisions or new categories for later consideration.

The purpose of this phase is to establish a clear and well-documented technical foundation for later phases of the APG update. Those later phases are expected to address synthesis of findings and stakeholder input; revisions to the APG and GSF Calculator; policies, procedures, and update cycles; and training and implementation support.

PSFA will manage the overall APG update and retain responsibility for all project decisions, including acceptance of deliverables and direction regarding future project phases. The Consultant shall coordinate with the PSFA Project Manager and support stakeholder engagement activities by preparing technical materials, presentations, visual aids, and other information requested by PSFA. The Consultant shall participate in stakeholder engagement activities when requested by the PSFA Project Manager but shall not design, manage, or facilitate the stakeholder engagement process.

All work products developed under this Scope of Work, including narratives, analyses, methodologies, data compilations, presentations, visual materials, and related files, shall be the property of PSFA. Work products shall be delivered in easily editable formats suitable for PSFA's future use, revision, and integration into later phases of the APG update.

Task A. Manage Phase 1 Work

The Consultant shall provide project management for the work performed under this Scope of Work from Notice to Proceed through project closeout. The Consultant shall designate a Consultant Project Manager who will serve as the primary point of contact for day-to-day coordination with the PSFA Project Manager.

Within twenty business days of Notice to Proceed, the Consultant shall submit a Project Work Plan identifying its proposed schedule, key milestones, staffing assignments, and anticipated deliverable dates. PSFA may work with the Consultant to make reasonable adjustments to the Work Plan during project startup.

The Consultant shall maintain continuity of key personnel identified in its proposal. The Consultant shall obtain PSFA approval before replacing the Consultant Project Manager or another key member of the Consultant team.

The Consultant shall conduct regular project-management meetings with the PSFA Project Manager,

prepare meeting records, maintain a detailed project schedule, identify issues requiring PSFA direction, and provide monthly progress reports addressing completed work, upcoming work, schedule status, risks, quality-control activities, and decisions needed from PSFA.

The Consultant shall prepare and implement a project-specific Quality Control Plan to ensure technical accuracy, internal consistency, clear documentation of assumptions and methodologies, and completeness of all deliverables. The Consultant shall revise deliverables as reasonably necessary to address PSFA comments and achieve acceptance.

Task A deliverables:

- ☐ Project Work Plan with Schedule and Milestones
- ☐ Quality Control Plan
- ☐ Meeting documentation
- ☐ Monthly progress reports
- ☐ Consolidated project record
- ☐ Closeout documentation

Task B. Review Existing APG, Standards, and GSF Calculator

The Consultant shall review and summarize the current Adequacy Planning Guide (APG), Statewide Adequacy Standards, and Maximum Allowable GSF Calculator to establish a clear baseline of existing content, structures, and methodology.

The work will involve:

- Cataloging and describing all current APG content, including space allocations, eligibility criteria, and guidance language.
- Summarizing statutory adequacy requirements, including how they inform space requirements and design considerations and how they are incorporated into the APG.
- Documenting the structure and methodology of the GSF Calculator.
- Reviewing the existing APG, Standards, and relevant state statutes to identify and analyze gaps related to school security, school bus and personal vehicle electrification, renewable energy generation on school campuses, site selection best practices, best practices for enabling and encouraging non-motorized school access, strategies for addressing wildfire and flood risks to school campuses.
- Compiling materials from workshops and engagement activities conducted before project initiation (including notes, surveys, presentations, etc.) to document past stakeholder input.

Task B deliverable:

- ☐ Existing Conditions Summary Report, to include:
 1. A summary of the existing Adequacy Planning Guide (APG), including space allocations, eligibility criteria, and guidance language.
 2. A summary of the Statewide Adequacy Standards and how they are reflected in the APG.
 3. A description of the Maximum Allowable GSF Calculator and analysis of current known issues related to it.

4. A gap analysis identifying opportunities to address school security, school bus and personal vehicle electrification, renewable energy generation on school campuses, site selection best practices, best practices for enabling and encouraging non-motorized school access, and strategies for addressing wildfire and flood risks to school campuses.
5. A summary of stakeholder input from workshops and engagement activities conducted prior to project initiation.
6. Identification of key findings, issues, and areas for further evaluation in subsequent project tasks.

Task C. Synthesize Best Practices and Emerging Educational Programs

The Consultant shall synthesize national best practices in school facility planning and emerging educational programs to inform the APG update. The work will establish benchmarks and reference examples relevant to New Mexico's diverse school contexts.

The work will involve:

- Researching current national guidance, standards, and trends for school facilities, including academic spaces, Career Technical Education (CTE), Pre-K/early childhood, wellness, performing arts, special education, residential uses (e.g., dormitories and staff/teacher housing, where applicable), ancillary services (e.g., support spaces for special education), and others.
- Identifying innovative or evolving approaches to space allocation, program integration, and design flexibility that align with emerging educational practices.
- Reviewing national and state-level approaches to prototype school planning and design approaches, including common-core, kit-of-parts, and repeatable planning models, as a means of improving cost control, schedule predictability, and operational efficiency, and assessing their applicability to New Mexico contexts.
- Identifying trends in high-performance and resilient school design, including HVAC, passive environmental strategies, renewable energy integration, and hazard resilience – particularly in regions experiencing increased temperatures, changing seasonal conditions, extreme weather events (e.g., heavy rainfall and dust storms), and elevated wildfire and flood risks.
- Identifying best practices to minimize school facility planning, construction, maintenance, and operations (M&O) costs.
- Identifying best practices for site selection and campus layout to: (1) reduce facility M&O costs; (2) reduce exposure to hazards such as wildfire, flooding, and extreme heat; and (3) address security concerns without compromising safe and convenient non-motorized access to school campuses.
- Identifying best practices to support safe walking and bicycling to school, including site design, circulation, and connections to surrounding neighborhoods.
- Identifying best practices for outdoor lighting and site illumination that support safety while minimizing light pollution and protecting dark skies, consistent with the New Mexico Night Sky Protection Act (Sections 74-12-1 through 74-12-11 NMSA 1978).

- Addressing facility planning and site integration considerations for electric vehicle and school bus charging infrastructure.
- Documenting methodologies, assumptions, and performance metrics used in other states or districts for space planning, sizing, and cost estimation.
- Synthesizing findings concisely, highlighting practices relevant to New Mexico schools.

Task C Deliverables:

- ☐ National Best Practices White Paper: Summarizing research on relevant school facility planning trends; educational programs and facility needs, including academic spaces, Career Technical Education (CTE), Pre-K/early childhood, wellness, performing arts, special education, and residential uses where applicable; innovative approaches to space allocation, program integration, and design flexibility; prototype school planning and design approaches, including common-core, kit-of-parts, and repeatable planning models; strategies to improve cost control, schedule predictability, and operational efficiency while reducing facility construction and M&O costs; site selection and campus planning approaches; and facility design considerations, including energy efficiency, renewable energy integration, hazard resilience, active transportation, outdoor lighting and dark-sky considerations, and electric vehicle and school bus charging infrastructure. The white paper will also document relevant methodologies, assumptions, and performance metrics used for space planning, sizing, and cost estimation, and identify practices applicable to New Mexico schools.
- ☐ Best Practice Reference Materials for Stakeholders: Condensed examples, case studies, and visual aids to support engagement sessions and discussions.

Task D. Evaluate APG Facility and Campus Space Types

The Consultant shall use the baseline review completed under Task B and the best-practice research completed under Task C to evaluate existing APG facility and campus space types and identify potential new or revised space categories for consideration in later phases of the APG update. For purposes of this task, “space types” includes indoor facility spaces and campus-based outdoor areas or site-related program elements that may warrant APG guidance, eligibility criteria, or coordination with the GSF Calculator. This task shall focus on space-type analysis, program alignment, and documented gaps in the current APG framework. It shall not duplicate the broader existing-conditions review, best-practice research, or site and campus planning analysis addressed in Tasks B and C.

The work will involve:

- Evaluating current APG space types, space allocations, eligibility criteria, and guidance language to determine how well they support current educational programs, emerging programs, and varied district contexts.
- Identifying gaps, overlaps, outdated assumptions, unclear terminology, and inconsistencies in how the APG defines, organizes, and applies facility and campus space types.
- Assessing whether existing APG space types adequately address program areas such as general classrooms, cultural classrooms, other specialty classrooms, Career Technical Education (CTE), Pre-K/early childhood, special education, wellness, performing arts, physical education,

food service, administration, student support, building support, outdoor learning areas, play areas, shared-use outdoor spaces, and community-use spaces.

- Identifying candidate new or revised space categories that may warrant consideration in later phases, such as outdoor learning areas, mental health and wellness rooms, central kitchens, residential uses where applicable, EV and school bus charging areas, or other spaces supported by the findings from Tasks B and C.
- Evaluating how current and potential space types relate to enrollment size, grade configuration, school type, program delivery, utilization, flexibility, accessibility, operational implications, and alignment with the Statewide Adequacy Standards and GSF Calculator.
- Evaluating site and operational considerations associated with personal vehicle and electric school bus charging where relevant.
- Organizing findings in a structured format that clearly distinguishes between existing APG space types, potential revisions to existing space types, and candidate new space categories.
- Preparing concise technical materials, tables, and summaries that PSFA may use in later stakeholder engagement and subsequent phases of the APG update.

Task D Deliverables:

- ☐ APG Facility and Campus Space Type Evaluation Report: A structured evaluation of current APG facility and campus space types, including documented findings on alignment with educational programs, adequacy requirements, GSF Calculator methodology, utilization, flexibility, accessibility, operational implications, and identified gaps or inconsistencies.
- ☐ Candidate Space Categories Summary: A concise summary of potential new or revised space categories for consideration in later phases, including the basis for each candidate category and the related programmatic, operational, or adequacy issue it may address.
- ☐ Technical Materials for Stakeholder Engagement: Editable tables, summaries, and visual materials that PSFA may use to support stakeholder review, future synthesis, and later APG and GSF Calculator revisions.

Appendix A: Definitions

For purposes of this Scope of Work, the following terms shall have the meanings described below. These definitions are intended to promote consistent interpretation and application of the Adequacy Planning Guide update, associated standards, and supporting tools across all tasks and deliverables.

- **Adequacy Planning Guide (APG):** The PSFA guidance document that translates statutory school facility adequacy requirements and planning best practices into practical facility planning and design guidance for New Mexico public schools.
- **Statewide Adequacy Standards:** Statutorily established minimum requirements for public school facilities in New Mexico, as defined in state law and applicable regulations.
- **GSF Calculator:** The Maximum Allowable Gross Square Foot Calculator used by PSFA and school districts to determine the maximum eligible gross square footage of a school facility based on enrollment, defined educational programs, and application of the Statewide Adequacy Standards.
- **Statutory Adequacy Requirements:** Facility requirements mandated by New Mexico statute or regulation that establish minimum adequacy thresholds for public school facilities.
- **Planning Guidance / Best-Practice Guidance:** Non-statutory recommendations, standards, and explanatory guidance provided by PSFA to support sound, defensible, and equitable school facility planning beyond minimum statutory compliance.
- **District Contexts:** The differing conditions under which New Mexico school districts operate, including variations in enrollment size, grade configuration, geography, remoteness, staffing capacity, operational resources, and community context.