

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS (RFP)



**Water Reclamation Facility Expansion -
Design-Build Project**

NM Commodity Code(s): 90625, 91359, 89077

RFP No. 2026-0064-PW/DK

February 2026

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**I. ADVERTISEMENT
SANTA FE COUNTY
Water Reclamation Facility Expansion - Design-Build Project
RFP No. 2026-0064-PW/DK**

Santa Fe County requests proposals from licensed, qualified Design-Build Teams utilizing the DBIA format to provide Design Build Delivery Services for the expansion of Santa Fe County Water Reclamation Facility (SFCWRF), based upon the scope of work outlined in this Two-Step Request for Proposal (RFP). All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All **Phase I** proposals must be received by **2:00PM on Tuesday, March 24, 2026 at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501**. The submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission.
<https://www.dropbox.com/request/UVITbbqXLHIWIGSeX4IQ>

By submitting a proposal, each Offeror certifies qualifications and compliance with the requirements of this Request for Proposals.

A **Pre-Proposal Conference** will be held at **1:30 PM on Tuesday, February 17, 2026, online via Teams meeting using link provided below; Meeting ID: 233 171 933 130 20, Passcode: 6LR6Dx2G**
<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Dani Koussa, Procurement Specialist Senior, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 986-6344 or by email at dkoussa@santafecountynm.gov or on our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County Public Works Department
Published February 8 & 9, 2026

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County has operated the Water Reclamation Facility (SFCWRF) located at 4311 NM-14 in Santa Fe, New Mexico. The County contracted with Molzen Corbin to provide a wastewater Master Plan for the County.

Santa Fe County is requesting proposals from qualified Design-Build Project Teams for the design and construction of the SFC Water Reclamation Facility expansion of the existing 0.50 MGD Wastewater Treatment Facility to a 1 MGD. Please read and understand the requirements of the RFP. It is the County's intent to select the most qualified Design-Build Delivery Team using a **two-phased selection process** for contract award.

A. GENERAL PROJECT INFORMATION

Situated approximately one-mile south of the intersection of Vista Del Monte and NM HWY 14, within the State of New Mexico Department of Corrections property in Santa Fe County (SFC), the facility serves approximately 500 customers, including correctional facilities, administrative complexes, movie studios, and residential subdivisions.

The County contracted with HDR Engineering in June 2017 for a Preliminary Engineering Report (PER), which will be provided in Phase 2 of this solicitation. The PER examined two processes but ultimately recommended replacing the Water Reclamation Facility with a Membrane Bioreactor (MBR) facility.

B. SCOPE OF WORK

Utilizing a Design-Build project delivery method, the County is authorized to plan, design, and construct the expansion of the SFCWRF. The project consists of the design and construction of an expansion of the existing 0.50 MGD Wastewater Treatment Facility to a 1 MGD. The existing SFCWRF will remain in operation during construction and commissioning of the new facility. The proposed phase of the project contemplates the construction of additional Membrane Bioreactor (MBR) trains with a process capacity up to 1 MGD with a modular design for expansion to either 1.5 MGD or 2.0 MGD ultimate capacity in the future.

The project includes all utility and infrastructure requirements including but not limited to electrical, gas, telecommunications, SCADA, sanitary sewer, potable water, permitting, and fire protection/suppression.

Specialty elements and considerations for the project shall include but are not limited to the following:

- Membrane Bioreactor (MBR) Basin and Equipment.
- Future modular expandability in 0.50 MGD increments.

- Expanded Fine Screen and Grit processing.
- Expanded Operations Building with blowers, RAS pumps, Sodium Hypochlorite/Citric Acid Equipment, and Disinfection.
- Biological Basins and Aeration Equipment.
- Aerobic Digesters.
- Storage and pumping.
- Concrete drying beds for 1 MGD capacity
- Completely documented Standard Operating Procedure (SOP) for the new facility.
- As-Builds as well as Operation and Maintenance (O&M) documentation.
- A full time Operator 4 for six months to train staff and operate the new facility.
- Maintain existing QWWTF operations during construction and commissioning.

Meet all applicable NPDES Tier 2 permit requirements, including:

- Effluent quality less than 3.0 mg N/L total nitrogen.
- Effluent quality less than 1.0 mg P/L total phosphorus.
- Discharge from the WWTF by effluent reuse shall meet GWQB and NMED Class 1A permit requirements.

All required studies and reports including but not limited to boundary/topographic surveying, and soils and hydrological testing are included in the project as is project commissioning.

The Maximum Allowable (Estimated) Construction Cost (MACC) for the Project is \$13,000,000, exclusive of NMGRT and contingency.

C. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an

insured contract. County of Santa Fe shall be a named additional insured on the policy.

3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.
6. Minimum Insurance Limits (RFP Minimums / Proposal Submittal). Without limiting Items 1 through 5 above, the minimum insurance limits required for this RFP are as follows:
 - a. Design Professional Liability (Errors and Omissions). For the Design-Build Team's Design Professional(s), the minimum limits shall be \$250,000 per claim and \$1,000,000 in the aggregate.
 - b. Commercial General Liability. The minimum limits shall be \$10,000,000 per occurrence and \$20,000,000 in the aggregate.
 - c. Umbrella/Excess Liability. The minimum limit shall be \$20,000,000.

Phase I Submittal (Evidence of Coverage). With its Phase I proposal, Offeror shall submit a current certificate of insurance evidencing coverage that meets or exceeds the minimum limits stated in this Item 6.

Clarification. For purposes of Item 4 above ("Professional Liability Insurance"), the Professional Liability Insurance required is the Design Professional(s) Errors and Omissions coverage for design services performed under the Contract, unless otherwise specified in the DBIA Agreement and its exhibits.

Joint Venture/Association. If the Design-Build Team is a joint venture and/or association, the required insurance coverage shall be in the name of the joint venture or association.

Conflict. In the event of any inconsistency between the insurance limits stated in this Section and any other insurance limits stated in this RFP, the higher limits shall govern. For avoidance of doubt, the minimum limits stated in Item 6 apply to the coverages identified in Item 6.

Final insurance coverages, limits, terms, and conditions, and mandatory Performance and Payment Bonds applicable to Phase II, shall be set forth in the Design-Build Agreement included as Appendix D (DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder,

Lump Sum) and its attached exhibits, including the Insurance Exhibit. The selected Offeror shall furnish Performance and Payment Bonds each in the amount of one hundred percent (100%) of the Contract Price and provide all required insurance prior to issuance of the Notice to Proceed. Final insurance requirements shall not be less than those stated in this RFP.

D. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Dani Koussa, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501
Phone: (505) 986-6344
Email: dkoussa@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist Senior in writing. **Offerors may ONLY contact the Procurement Specialist Senior listed above regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.**

E. DEFINITION OF TERMINOLOGY

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

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

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Construction Contractor” means a member of the Design Build Team who is a New Mexico licensed general contractor and is responsible for the construction services and who will sign the Contract.

“Contract” or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Design Build Project Delivery System” means a procurement process by which the County contracts with one firm who has the responsibility for the design, construction and delivery of a project under a single contract with the County.

“Design Build Team” or “firm” as the terms are used herein, are synonymous with one another and, within the broad definition mean any offeror, who may be a person, a legal entity, a consortium of experts, a joint venture, a team of persons who, through partnership, general or limited or other legal entity, corporation, association, other organizations, or any combination thereof, formally organized so that it may submit a qualified offer in response to a request for proposal and, as a result, who may be considered for a contract award for a design build project delivery systems with a Using Agency/Owner. No distinction is made between formally organized design build firms and a project-specific design build firm.

“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.

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

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“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.

“MACC” means the maximum allowable construction cost which may include the estimated construction cost, the cost of design, utility connection fees, site development costs, built in equipment and furnishings, and a maximum contingency allowance of ten percent (10%).

“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.

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

“Procurement Specialist” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Finance Department.

“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 its 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 RFP.

“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.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Specialist will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	February 8 th and 9 th , 2026
2. Pre-Proposal Conference	Owner/Offerors	February 17 th , 2026
3. Acknowledgement of Receipt Form	Offerors	February 27 th , 2026
4. Deadline to Submit Questions for Phase I	Offerors	February 27 th , 2026
5. Response to Written Questions	Purchasing Division	March 6 th , 2026
6. Submission of Phase I Proposal	Offerors	March 24 th , 2026 2:00 p.m.
7. Proposal Phase I Evaluation Review and Shortlisting	Evaluation Committee	April 2026
8. Release of Phase II Documents to shortlisted Offerors	Purchasing Division	April/May 2026
9. Mandatory Pre-Proposal Conference Phase II	Owner/Offerors	April/May 2026
10. Deadline to Submit Questions for Phase II	Offerors	April/May 2026
11. Response to Written Questions for Phase II	Purchasing Division	April/May 2026
12. Submission of Phase II Proposal	Offerors	May/June 2026
13. Proposal Phase II Evaluation Review	Evaluation Committee	June 2026
14. Selection of Finalist	Evaluation Committee	June/July 2026

- | | | |
|---------------------------|---------------------|------------------|
| 15. Contract Negotiations | County, Offeror | June/July 2026 |
| 16. Contract Award | Purchasing Division | July/August 2026 |

B. EXPLANATION OF EVENTS

Background: Owner will utilize a two-phase request for proposal procedure for awarding the Contract as follows:

- a. **Phase I – Qualification-Based Selection;** the County will evaluate each Offeror based on qualifications only, including the Design-Build Team’s experience, specialized design and technical competence, capacity and capability to perform the Project, past performance, and other qualification-based factors submitted in response to the Phase I requirements of this RFP. Qualifications will be evaluated in accordance with the **Phase I Evaluation Criteria set forth in Section V. B.** of this RFP, and the County anticipates shortlisting a **maximum of five (5) Offerors** based on the highest-ranked qualification submissions. Only shortlisted Offerors will be invited to participate in Phase II.

- b. **Phase II – Final Selection and Award;** phase II is conducted for the purpose of final selection and contract award. Each shortlisted Offeror will receive the Phase II documents, including the RFP requirements, guidelines, and evaluation criteria. The County will invite shortlisted Offerors to submit detailed, project-specific technical concepts and solutions, as well as proposed costs and schedules. A **Mandatory Phase II Conference** will be conducted to provide shortlisted Offerors the opportunity to discuss Project requirements and submit Alternative Design Concepts, if permitted. Phase II proposals will be evaluated by the Evaluation Committee in accordance with the factors set forth in **Section V.C.** of this RFP. Upon completion of the Phase II evaluation process and any required approvals, the County intends to award the Contract to the highest ranked, responsive, and responsible Offeror, subject to successful negotiation and execution of the Design-Build Agreement.

Preferences – All preferences will **ONLY** be considered during the Phase I – Qualification-base selection process. No preferences will be considered in Phase II of the RFP.

- c. The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Public Works Department and the Purchasing Division.

2. **Pre-Proposal Conference**

A Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to dkoussa@santafecountynm.gov.** A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference and the Site Visit.

3. **Acknowledgement of Receipt Form**

Potential offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on ***February 27, 2026.***

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. **Deadline to Submit Written Questions for Phase I**

Potential offerors may submit written questions regarding this RFP Phase I until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II.E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist Senior named in this solicitation may be grounds for disqualification.***

5. **Response to Written Questions of Phase I**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist Senior no later than one (1) day after the answers or addenda were issued.

6. **Submission of Phase I Proposal**

ALL OFFEROR PHASE I PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM, Tuesday, March 24, 2026. Proposals

received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. 2026-0064-PW/DK. **Proposals may also be submitted electronically via Dropbox at the link provided below.**
<https://www.dropbox.com/request/UVITbbqXLHIWIGSeX4IQ>

Proposals must be delivered to:

Dani Koussa, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501

A public log will be kept of the names of all offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

7. Proposal Phase I Evaluation Review and Shortlisting

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist Senior. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist Senior 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 the offerors.**

8. Release of Phase II Documents to Shortlisted Offerors

Shortlisted Offeror(s) will receive Phase II Bridging Documents, to include but not limited to proposal requirements, guidelines, previously completed space programs, site, and design standards to the extent the information is known and available, survey documents, transportation studies, and as-built plans (as available).

9. Mandatory Pre-Proposal Conference Phase II

Provides shortlisted Offerors an opportunity to discuss the details of the project criteria with the Owner's Team. **SELECTED OFFEROR(S) ARE REQUIRED TO ATTEND.**

10. **Deadline to Submit Written Questions for Phase II**

Shortlisted offerors may submit written questions regarding this RFP Phase II until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II.E and sent via facsimile or e-mail. Any contact with any other County staff member or persons other than the Procurement Specialist Senior named in this solicitation may be grounds for disqualification.

11. **Response to Written Questions for Phase II**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all shortlisted offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist Senior no later than one (1) day after the answers or addenda were issued.

12. **Submission of Phase II Proposal**

ALL SHORTLISTED OFFEROR PHASE II PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST SENIOR NO LATER THAN 2:00 PM (Mountain Time) ON THE PHASE II PROPOSAL DUE DATE AS SET FORTH IN THE PHASE II DOCUMENTS ISSUED TO SHORTLISTED OFFERORS (INCLUDING ANY ADDENDA). Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. 2026-0064-PW/DK.

Proposals may also be submitted electronically via Dropbox at the link provided in the Phase II documents issued to shortlisted offerors.

Proposals must be delivered to:

Dani Koussa, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501

A public log will be kept of the names of all offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not

be disclosed so as to be available to competing offerors during the negotiation process.

13. **Proposal Phase II Evaluation Review**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist Senior. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist Senior 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 the offerors.**

14. **Selection of Finalist**

The Procurement Specialist Senior will notify the selected Offeror in writing of the intent to award. This notice will include the overall rankings for the project award. At this time, the Purchasing Division will maintain at least one copy of each Offeror's proposal. Proposals are opened for public inspection after the award and conclusion of successful contract negotiations. Any unsuccessful Offeror wishing to retrieve all copies of their proposal must do so within one (1) month after the Notice of Intent to Award.

15. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

16. **Contract Award**

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist or Procurement Manager.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

17. **Right to Protest**

Any protest by an offeror must be timely and in conformance with NMSA 1978,

Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Procurement Office
Attn: Bill Taylor, CPO/ Procurement Manger
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement set forth in this RFP and acknowledgment of the County’s intent to negotiate and execute the Design-Build Agreement included as Appendix D (DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum), as modified by the County, subject to final terms and conditions, with the apparent successful Offeror.

2. Incurring Cost

Any cost incurred by an Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror, except as expressly provided in this RFP with respect to any stipend authorized by the County for eligible Phase II Offerors.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. **Amended Proposals**

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

6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 90 days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

An offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger shall examine the offeror's request and make a written determination that specifies which portions of

the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **No Obligation**

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional 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 County determines such action to be in the best interest of the County.

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

12. **Legal Review**

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. **Governing Law**

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. **Basis for Proposal**

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. **Contract Terms and Conditions**

The County will utilize the Design Build Institute of America (DBIA) Contract documents, and Addendum containing the terms and conditions set forth by the

County in Appendix D - Standard Form of Agreement between Owner and Design/Builder Lump Sum as modified by the County. Any questions about the contract terms and conditions must be brought to the attention of the Procurement Specialist.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the proposal.

17. 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 who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County 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.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

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

25. Preferences in Procurement by Santa Fe County

All preferences will ONLY be considered during Phase I – Qualification-base selection process. No preferences will be considered in Phase II of the RFP.

a. *New Mexico In-state Preference/Native American Contractor Preference*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for an “in-state resident contractor”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 8% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business’ payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference or Native American Resident Veteran Preference*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a “resident veteran contractor” or “Native American contractor”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score.

The resident contractor preference is not cumulative with the resident veteran contractor preference.

AND

c. *Santa Fe County Business Preference*

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a “Santa Fe County business.” Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business’ corporate standing in the state, business licensure or registration, the duration of the business’ primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

All submitted bids/proposal documents are preferred to be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...” it is preferred that all documents be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”. This is not a requirement for submitting a bid/proposal but is strongly recommended by Santa Fe County.

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

IV. RESPONSE FORMAT, ORGANIZATION AND SPECIFICATIONS

A. NUMBER OF RESPONSES

Only one proposal may be submitted by each Design-Build Team (Offeror) for this project.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical hard copies of their proposal to the location specified in Section II, Paragraph E, on or before the Proposal Due Date and time. Offerors are strongly encouraged to submit proposals electronically via Dropbox using the link provided in this RFP in lieu of hard copies. Electronic submissions shall be provided as one (1) complete proposal file, organized in accordance with the Proposal Organization requirements of this RFP.

C. PROPOSAL FORMAT

All Phase I proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section.

Electronic submission via Dropbox is strongly encouraged. Offerors are requested to upload their Proposal using the following link:

<https://www.dropbox.com/request/UVITbbqXLHIWIGSeX4IQ>

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal (not included in page count)
- b) Response to County Terms and Conditions of the Procurement and Agreement (not included in page count)
- c) Table of Contents (optional) (not included in page count)
- d) Response to Evaluation Factors
- e) Copy of insurance certificate (Phase I: current COI(s) evidencing coverage equal to or greater than the minimum requirements stated in Section D – Insurance Requirements; not included in page count)
- f) Campaign Contribution Disclosure Statement (not included in page count)

Within each section of their proposal, Offerors shall address the applicable evaluation factors for the corresponding phase in the order in which they appear in this RFP under Section V.B. (Phase I Evaluation Factors) and Section V.C. (Phase II Evaluation Factors), as applicable. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

The **proposal summary** may be included by 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.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting person or organization;

- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge receipt of and willingness to negotiate and execute the Design-Build Agreement attached as Appendix D (DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum), subject to final terms and conditions.

V. EVALUATION FACTORS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. **INFORMATION**

Time Frame

The contract is scheduled to begin July 2026. Contract duration is through Final Completion and closeout; anticipated NTP and target Substantial Completion will be established in Phase II.

B. **EVALUATION FACTORS - PHASE I (QUALIFICATIONS / SHORTLISTING)**

Phase I is a qualifications-based evaluation conducted for the purpose of establishing a shortlist of the most highly qualified Design-Build (D-B) Teams. The County anticipates shortlisting up to five (5) Offerors to advance to Phase II, consistent with applicable two-phase design-build procurement requirements.

A maximum of 1,000 points is available for Phase I. The Evaluation Committee will evaluate and score Phase I submittals in accordance with the criteria set forth below. Information provided in response to one criterion may overlap with another; however, Offerors are encouraged to respond fully and specifically to each criterion, as points will be awarded independently by criterion.

Note: Phase I is strictly limited to qualifications. No cost or pricing information shall be submitted, requested, or evaluated as part of Phase I.

B.1. PHASE I EVALUATION FACTORS (MAX 1,000 POINTS)

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

1. Specialized Design and Technical Competence (200 points)

Describe the Design-Build (D-B) Team's technical competence, experience, and overall approach to successfully delivering the Project. Responses shall address, at a minimum, the following elements:

- **Project Vision and Delivery Philosophy:**
Describe the Team's overall project vision and design-build delivery philosophy, including partnering expectations and the proposed approach to collaboration and communication with the County throughout design and construction.
- **Design Phase Technical and Administrative Approach:**
Describe the Team's approach to managing the design phase, including internal quality control (QC) and quality assurance (QA) procedures, peer and/or third-party reviews, constructability reviews, coordination processes, and value engineering strategies.
- **Design Consultants:**
Identify all key design consultants proposed for the Project and describe the role, expertise, and specific value each consultant brings to the successful delivery of this Project.
- **Sustainability and Energy Efficiency:**
Describe the Team's experience incorporating energy-conserving, sustainable, or resource-efficient measures into design and construction, including examples relevant to projects of similar scope or complexity.
- **Design-Build Delivery Experience:**
Briefly describe the Team's knowledge of and experience with the Design-Build (D-B) project delivery method, including how such experience informs the Team's approach to risk management, coordination, and schedule control.

2. Past Record of Performance (250 points)

The County will evaluate the **relevance, quality, and consistency** of the Design-Build (D-B) Team's past performance as an indicator of the Team's ability to successfully deliver the Project.

Offerors shall provide the information below, or clearly state if no such experience exists.

A. Design Team Past Performance (Up to Three Projects)

Provide up to three (3) completed projects performed by the proposed design team that are similar in scope, size, complexity, and budget to this Project. For each project, include:

- Project name, owner, and location
- Delivery method
- Brief description of scope and complexity
- Schedule performance (planned vs. actual, if available)
- Quality outcomes and performance indicators
- Client reference (point of contact name, title, phone number, and email address)
- Awards or professional recognition, if applicable

B. Construction Team Past Performance (Up to Three Projects)

Provide up to three (3) completed projects performed by the proposed construction team that are similar in scope, size, complexity, and budget to this Project. For each project, include:

- Project name, owner, and location
- Delivery method
- Brief description of scope and complexity
- Schedule performance
- Safety performance (e.g., EMR, OSHA recordable rate, or equivalent metrics)
- Change order history, including total number and total value
- Client reference (point of contact name, title, phone number, and email address)

C. Integrated Design-Build Teaming History

Provide up to three (3) completed design-build projects delivered by the proposed integrated Design-Build Team (design and construction partners working together). For each project, include:

- Owner, project location, and completion date
- Team structure and roles/responsibilities (design lead, constructor lead, and key subcontractors)
- Owner's original project budget; original contract/award amount; and final contract amount

- Schedule performance, including planned versus actual completion and key milestones
- Total number and total value of change orders, with a brief explanation of major drivers
- Significant challenges encountered and how they were resolved
- If available, closeout documentation demonstrating project completion (e.g., final payment certificate such as AIA G702/G703 or equivalent), redacted as necessary

Verification. The County may verify past performance information through reference checks and may consider other relevant information obtained from references or publicly available sources when evaluating this criterion.

3. Project Staffing (100 points)

Provide an organizational chart identifying key personnel and reporting relationships, along with a narrative describing staffing commitments and management of critical subcontractors.

- **Design Team (required resumes):** Design Project Manager, Project Architect or applicable discipline lead, Design Quality Control Manager, and other key design staff proposed.
- **Construction Team (required resumes):** Project Manager, Construction Quality Control Manager, Safety Manager, and Superintendent.

Include: Proposed roles and responsibilities for each key individual; staffing commitment and availability of key personnel; approach to selecting and managing critical subcontractors (procurement strategy, prequalification, and oversight); and prior partnering or teaming experience between the proposed design and construction team members, if applicable.

4. Capacity and Capability (150 points)

Demonstrate the Design-Build (D-B) Team's capacity and capability to perform the Project concurrently with other commitments and to deliver the Project in accordance with required schedules, including:

- Current workload and availability of key personnel, including New Mexico-based staff, if applicable
- Demonstrated ability to meet project schedules, budgets, and contract administration requirements on projects of similar scope and complexity

- Bonding capacity demonstrating the ability to provide performance and payment bonds sufficient for the Project (e.g., surety letter or statement of bonding capacity)

5. Management Plan (150 points)

Provide a concise management plan describing the Team’s proposed processes and approach, including:

- Processes to manage and communicate risk, cost, schedule, and quality, including issue escalation and decision-making in coordination with the County
- Approach to project cost estimating throughout design and construction, including cost control checkpoints
- Approach to life-cycle considerations, such as life-cycle cost analysis or total cost of ownership, as applicable to the Project
- Proposed communication protocols and collaboration tools or software

6. Health and Safety (75 points)

Describe the Design-Build (D-B) Team’s approach to health, safety, and quality assurance/quality control (QA/QC), including:

- Overview of the Team’s safety program, including site orientation, training, hazard analysis, and incident reporting
- QA/QC processes for construction quality management and inspection coordination
- Insurance industry–standard Experience Modification Rate (EMR) for the last three (3) years; if extenuating circumstances exist, provide an explanation and supporting documentation

7. Proximity to and Familiarity with Santa Fe County and the Project Site (50 points)

Describe the Design-Build (D-B) Team’s proximity to and familiarity with Santa Fe County and the Project site, including:

- Location(s) of offices supporting the Project and anticipated on-site presence
- Ability to respond promptly to site- or community-related issues
- Examples of projects completed in Santa Fe County or nearby jurisdictions and lessons learned that are relevant to this Project

8. New Mexico Produced Work (25 points)

To support New Mexico businesses, provide the following information:

- Estimated percentage of the total Project work (by dollar value) to be performed by New Mexico–based firms

- Estimated number of New Mexico–based employees proposed for assignment to the Project (design and construction)
- Strategy for engaging New Mexico subcontractors and suppliers, as applicable

C. EVALUATION FACTORS – PHASE II (TECHNICAL + COST/SCHEDULE)

Phase II will evaluate short-listed Offerors invited by the County to submit detailed, project-specific technical proposals, costs, and schedules for the Project. Following completion of the Phase II evaluation, the County intends to award the Contract to the highest-ranked, responsive, and responsible Offeror.

C.1 PHASE II PROPOSAL FORMAT

To ensure a fair, structured, and efficient evaluation, Phase II Proposals shall be submitted in **separate volumes**, as follows:

- **Volume I – Technical Proposal** (no pricing) and required forms/certifications, as applicable
- **Volume II – Cost Proposal and Schedule**

C.2 PHASE II EVALUATION FACTORS (MAX 1,000 POINTS)

Phase II Proposals will be evaluated using the criteria and point allocations set forth below. Phase II evaluation focuses on project-specific technical merit, construction and management approach, and cost, with particular emphasis on constructability, operational continuity, and integration with the existing SFCWRF.

1. Quality of Proposed Design / Technical Solution (300 points)

Evaluate the proposed design concept and technical solution for the Phase II expansion, including:

- Basis of design (design narrative) and overall technical approach for expansion of the existing 0.50 MGD MBR facility to 1.0 MGD
- Code, regulatory, and permitting strategy, including coordination with applicable NPDES, GWDP, and NMED requirements
- Key systems and major components, including design quality, durability, maintainability, and compatibility with existing Phase I infrastructure
- Integration of constructability considerations, including design decisions that reduce operational risk, construction conflicts, and potential change order exposure
- Quality control plan for development and review of design deliverables

2. **Quality of Construction Approach (200 points)**

Evaluate the proposed construction strategy for expanding an active wastewater treatment facility, including:

- Construction sequencing, phasing, and site logistics that maintain continuous operation of the existing facility
- Long-lead procurement strategy and subcontracting approach for specialized MBR and process equipment
- Proposed means and methods that reduce schedule, operational, and interface risks
- Quality assurance and quality control approach during construction
- Project-specific safety approach appropriate for an operating wastewater treatment facility

3. **Demonstrated Response to Program Requirements (150 points)**

Evaluate how well the proposal satisfies the County's program and performance requirements, including:

- Point-by-point compliance with RFP requirements and reference documents
- Anticipated operational impacts, continuity planning, and performance outcomes during construction and commissioning
- Sustainability and energy performance considerations, if required
- Commissioning, start-up, training, and turnover approach, including operator training and transition to full County operation, as applicable

4. **Management Plan for Constructing the Project (50 points)**

Evaluate the Offeror's overall project management approach, including:

- Governance structure and communication plan with County staff and stakeholders
- Risk management processes, issue escalation procedures, and coordination with ongoing operations
- Change management approach, including design development controls and contingency management
- Staffing plan and defined roles and responsibilities throughout design and construction
- Closeout plan, including O&M manuals, SOPs, warranties, documentation, and final turnover, as applicable

5. **Cost and Schedule (300 points)**

The County will evaluate the Offeror's proposed total price for the Project based on cost competitiveness and compliance with the Maximum Allowable Construction Cost (MACC).

Cost proposals will be evaluated using a normalization method, such as:

$$\text{Cost Score} = (\text{Lowest Responsive Price} \div \text{Offeror Price}) \times 300$$

Only responsive and responsible cost proposals will be considered. The County reserves the right to evaluate cost proposals for completeness, responsiveness, reasonableness, and consistency with the technical proposal, and may reject proposals determined to be unbalanced or unrealistic.

C.3 OPTIONAL: STIPEND FOR UNSUCCESSFUL PHASE II OFFERORS

At the County’s sole discretion, unsuccessful Phase II Offerors that submit a responsive Phase II proposal may be eligible to receive a stipend in the amount of Forty Thousand Dollars (\$40,000) to partially offset proposal development costs, provided the stipend is authorized by the County and expressly stated in this RFP or an addendum.

Only Phase II proposals determined by the County to be responsive to the requirements of this RFP shall be eligible for stipend consideration. Submission of a Phase II proposal does not guarantee payment of a stipend.

Payment of any stipend shall be subject to the terms and conditions established by the County and shall not obligate the County to provide stipends for future procurements. The County’s decision to offer or not offer a stipend shall be final.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals submitted in each phase of this two-step Design-Build Request for Proposals (RFP) and assign numerical scores in accordance with the evaluation factors and point allocations set forth in this RFP.

Evaluation will be conducted in two separate phases, as described below. Scores from Phase I shall be used only for shortlisting purposes and shall not carry forward to Phase II, unless expressly stated otherwise in this RFP.

The amount of discussion applied to each listed topic is an individual choice of the Offeror; however, responses should be sufficiently detailed to inform and educate the Evaluation Committee.

PHASE I – QUALIFICATIONS / SHORTLISTING (MAXIMUM 1,000 POINTS)

Phase I is a qualifications-based evaluation conducted for the purpose of identifying the most highly qualified Design-Build Teams to advance to Phase II.

Phase I Proposals will be scored based upon a comparison of the information submitted by each Offeror against the Phase I evaluation factors outlined in **Section VI** of this RFP. Each Phase I Evaluation Factor is assigned the following maximum point values:

1. **Specialized Design and Technical Competence** – 200 points
2. **Past Record of Performance** – 250 points
3. **Project Staffing** – 100 points
4. **Capacity and Capability** – 150 points
5. **Management Plan** – 150 points
6. **Health and Safety** – 75 points
7. **Proximity to and/or Familiarity with Santa Fe County and the Project Site** – 50 points
8. **New Mexico Produced Work** – 25 points

TOTAL PHASE I POINTS: 1,000 POINTS

PHASE I PREFERENCES

If a Phase I Proposal contains a valid and current preference certification, applicable preferences may be applied **only during Phase I**, in accordance with New Mexico law and Santa Fe County ordinances.

The following preferences may be applied during Phase I only:

- Proposal contains a valid **New Mexico Resident Business Certificate**
- **OR** Proposal contains a valid **Resident Veteran or Native American Business Certificate**
- **AND** Proposal contains a valid **Santa Fe County Business Certificate**

Preferences shall not be applied during Phase II under any circumstances.

PHASE II – TECHNICAL, COST, AND SCHEDULE (MAXIMUM 1,000 POINTS)

Only Offerors shortlisted as a result of Phase I will be invited to submit Phase II Proposals.

Phase II Proposals will be evaluated and scored in accordance with the Phase II evaluation factors set forth in **Section C.2** of this RFP. Phase II scoring will consider project-specific technical merit, construction approach, management plan, schedule, and cost, including compliance with the Maximum Allowable Construction Cost (MACC).

Scores from Phase II shall form the basis for final ranking and contract award.

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. Responsiveness Review

All Phase I and Phase II Proposals will be reviewed for compliance with the mandatory requirements of the RFP. Proposals deemed non-responsive may be eliminated from further consideration.

2. Clarifications

The Procurement Specialist Senior may contact an Offeror for clarification of its Proposal, as provided in Section III of this RFP. Clarifications shall not result in material changes to the Proposal.

3. Evaluation Committee Review

The Evaluation Committee may use information submitted in the Proposal, reference checks, and other information obtained in accordance with the RFP and applicable procurement regulations to perform the evaluation.

4. Phase I Evaluation and Shortlisting

Responsive Phase I Proposals will be evaluated and scored based solely on the Phase I evaluation factors. The responsible Offerors receiving the highest Phase I scores will be shortlisted and invited to participate in Phase II. Phase I scores shall be used solely for shortlisting purposes and shall not be carried forward into Phase II scoring or evaluation.

5. Phase II Evaluation and Final Ranking

Responsive Phase II Proposals submitted by shortlisted Offerors will be evaluated and scored in accordance with the Phase II evaluation factors. The Offeror whose Phase II Proposal is determined to be the most advantageous to the County, taking into consideration technical merit, schedule, and cost, will be recommended for contract award.

6. Award Recommendation

Upon completion of the evaluation process, the Evaluation Committee will recommend award in accordance with Section III of this RFP. The County reserves the right to reject any Proposal if a serious deficiency is identified in any evaluation factor, regardless of overall score.

The County reserves the right to conduct discussions and negotiations with the selected Offeror and to make an award only upon successful completion of negotiations and execution of the Design-Build Agreement.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
WATER RECLAMATION FACILITY EXPANSION - DESIGN-BUILD PROJECT
RFP NO. 2026-0064-PW/DK**

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 D.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **February 27, 2026**. 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 County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Dani Koussa, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501
Phone: (505) 986-6344
Email: dkoussa@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

**APPENDIX C
RESIDENT VETERANS PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement.

Please check one box only:

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

Sample Agreement (Attached Separately): DBIA Document No. 525 — Standard Form of Agreement Between Owner and Design-Builder (Lump Sum)