DEPARTMENT OF CULTURAL AFFAIRS
OFFICE OF THE SECRETARY

REQUEST FOR PROPOSALS (RFP)

Development of the Statewide DCA ADA Transition Plan for the Built Environment

RFP# 27 505 2000 50428

RFP Release Date: October 16, 2026

Proposal Due Date: November 16, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

Table of Contents ..... *ii*

I. INTRODUCTION **1**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS 1
B. BACKGROUND INFORMATION 1
C. SCOPE OF PROCUREMENT 1
D. PROCUREMENT MANAGER 2
E. PROPOSAL SUBMISSION 2
F. DEFINITION OF TERMINOLOGY 2
G. PROCUREMENT LIBRARY 6

II. CONDITIONS GOVERNING THE PROCUREMENT **7**

A. SEQUENCE OF EVENTS 7
B. EXPLANATION OF EVENTS 7
1. Issue RFP *7*
2. Acknowledgement of Receipt Form *8*
3. Pre-Proposal Conference *8*
4. Deadline to Submit Written Questions *8*
5. Response to Written Questions *8*
6. Submission of Proposal *8*
7. Proposal Evaluation *9*
8. Selection of Finalist *9*
9. Finalize Contractual Agreements *9*
10. Contract Awards *10*
11. Protest Deadline *10*
C. GENERAL REQUIREMENTS 10
1. Acceptance of Conditions Governing the Procurement *10*
2. Incurring Cost *10*
3. Prime Contractor Responsibility *10*
4. Subcontractors/Consent *11*
5. Amended Proposals *11*
6. Offeror's Rights to Withdraw Proposal *11*
7. Proposal Offer Firm *11*
8. Disclosure of Proposal Contents *11*
9. No Obligation *12*
10. Termination *12*
11. Sufficient Appropriation *12*
12. Legal Review *12*
13. Governing Law *12*
14. Basis for Proposal *12*
15. Contract Terms and Conditions *13*
16. Offeror's Terms and Conditions *13*
17. Contract Deviations *13*
18. Offeror Qualifications *14*
19. Right to Waive Minor Irregularities *14*
20. Change in Contractor Representatives *14*
21. Notice of Penalties *14*
22. Agency Rights *14*
23. Right to Publish *14*
24. Ownership of Proposals *14*
25. Confidentiality *15*

26. Electronic mail address required 15
27. Use of Electronic Versions of this RFP 15
28. New Mexico Employees Health Coverage 15
29. Campaign Contribution Disclosure Form 16
30. Letter of Transmittal 16
31. Disclosure Regarding Responsibility 16
32. New Mexico/Native American Resident Preferences 18

III. RESPONSE FORMAT AND ORGANIZATION 19

A. NUMBER OF RESPONSES 19
B. PROPOSAL CONTENT AND ORGANIZATION 19

IV. SPECIFICATIONS 21

A. DETAILED SCOPE OF WORK 21
1. Executive Summary & Purpose 21
2. Facility Selection & Field Assessments 21
3. Required Deliverables 22
B. TECHNICAL SPECIFICATIONS 22
1. Organizational Experience 22
2. Work Quality 23
3. Mandatory Specifications 23
C. BUSINESS SPECIFICATIONS 24
1. Letter of Transmittal Form 24
2. Campaign Contribution Disclosure Form 24
3. Oral Presentation 24
4. Cost 24
5. New Mexico/Native American Resident Preferences 24

V. EVALUATION 25

A. EVALUATION POINT SUMMARY 25
B. EVALUATION FACTORS 26
1. B.1 Organizational Experience (150 Points) 26
2. B.2 Work Quality (100 Points) 26
3. B.3 Mandatory Specifications (400 Points Total) 26
4. B.4 Project Work Plan, Timeline & Staffing (200 Points) 27
5. C.1 Letter of Transmittal Form (Pass/Fail) 27
6. C.2 Campaign Contribution Disclosure Form (Pass/Fail) 27
7. C.3 Oral Presentations (Pass/Fail) 27
8. C.4 Cost (150 Points) 27
9. C.5 New Mexico / Native American Resident Preferences 28
C. EVALUATION PROCESS 28

APPENDIXES 29

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM 30

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM 31

APPENDIX C: DRAFT CONTRACT 34

APPENDIX D: COST RESPONSE FORM 44

APPENDIX E: LETTER OF TRANSMITTAL FORM 47

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional consulting services to develop a comprehensive Americans with Disabilities Act (ADA) Transition Plan focused exclusively on the built environment across the New Mexico Department of Cultural Affairs'(DCA) statewide portfolio of facilities.

B. BACKGROUND INFORMATION

The New Mexico Department of Cultural Affairs (DCA) is the state's primary cultural agency and manages the largest network of cultural institutions in New Mexico. DCA's infrastructure encompasses over 240 structures totaling more than 1.3 million square feet across 1,000 acres. This portfolio includes museums, historic sites, cultural centers, libraries, and administrative facilities, with over 100 structures designated as historically significant and subject to state and federal historic preservation requirements. Key facilities include:

- 8 museums/cultural centers (Alamogordo, Albuquerque, Las Cruces & Santa Fe).
- 8 historic sites (Jemez, Bernalillo, Ft. Sumner, Radium Springs, Mesilla, Lincoln, Ft. Stanton & Alcalde).
- Center for NM Archaeology & Stewart L. Udall Center for Museum Resources (Santa Fe).

The DCA website is here: https://www.nmculture.dca.nm.gov/

DCA is committed to ensuring equitable physical accessibility across all public facilities. Demonstrating this commitment, DCA has invested more than $1.33 million since FY21 to improve physical accessibility across both historic and non-historic properties. Given the architectural complexity, age, and preservation constraints inherent in DCA's physical assets, a formal ADA Transition Plan is required to systematically evaluate the built environment, identify physical barriers to access, establish prioritized remediation strategies, and provide a sustainable framework for long-term accessibility enhancements.

C. SCOPE OF PROCUREMENT

The selected Contractor will perform a comprehensive ADA self-evaluation of designated DCA facilities, identify physical accessibility barriers, develop customized remediation recommendations and cost estimates that balance ADA compliance with historic preservation standards, design a public engagement process, and deliver an implementable ADA Transition Plan along with an Annual Update Framework.

The term of the resulting contract will be for one (1) year with the option to renew for up to three (3) additional one-year periods, not to exceed four (4) year's total, contingent upon satisfactory performance, agency needs, and availability of funds.

This procurement will result in a single award. 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

The Department of Cultural Affairs has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Greg Geisler, Procurement Manager
Telephone: (505) 827-1222
Email: Greg.Geisler@dca.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for 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.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

All proposals must be submitted electronically to greg.geisler@dca.nm.gov with the subject line: **RFP# 27 505 2000 50428 Proposal**.

The deadline for submission of proposals is Thursday, November 16, 2026, at 5 p.m. Mountain Standard Time.

F. DEFINITION OF TERMINOLOGY

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

1. "**ADA**" means the Americans with Disabilities Act of 1990, including Title II and Title III regulations and applicable accessibility guidelines.

2. "**ADA Transition Plan**" means a formal planning document required under Title II of the ADA that identifies physical barriers in public facilities, describes detailed methods for making facilities accessible, specifies a schedule for achieving compliance, and designates responsible officials.

3. "**Agency**" or "**Department**" means the New Mexico Department of Cultural Affairs (DCA).

4. "**Award**" means the final execution of the contract document.

5. "**Built Environment**" means human-made physical structures and facility infrastructure, including site access, exterior paths of travel, building entries, interior circulation, vertical access, restrooms, and parking areas.

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

7. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

8. "**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 personal 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.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

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

11. "**DCA**" means the New Mexico Department of Cultural Affairs.

12. "**Determination**" means the written documentation of a decision of a procurement office including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should.", "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Electronic Version/Copy**" means a digital form consisting of text, images, or both readable on computers or other electronic devices.

16. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

17. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

18. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

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

20. "**Historic Preservation**" means the management, protection, and maintenance of structures covered under state and federal historic preservation statutes, including Section 106 of the National Historic Preservation Act and New Mexico Cultural Properties Act guidelines.

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

22. "**IT**" means Information Technology.

23. "**Living Document**" means an operational plan designed with processes, templates, and frameworks that allow annual updating by DCA staff as physical barriers are remediated or site conditions change.

24. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

25. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

26. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

27. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

28. "**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.

29. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

30. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

31. **"Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

32. "**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 outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

34. "**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.

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

36. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully emailed to the Procurement Manager prior to the submission deadline stated in the RFP.

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

38. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

39. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

40. "**State (the State)"** means the State of New Mexico.

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

42. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

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

44. "**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.

45. "**Written**" means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established at www.nmculture.org/rfp

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 including the RFP, Questions & Answers, RFP Amendments, etc.

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	Agency	October 16, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	October 26, 2026
3. Pre-Proposal Conference (on-line)	Agency	November 2, 2026, 3:00 p.m. Mountain Standard Time, Microsoft Teams
4. Deadline to submit Written Questions	Potential Offerors	November 6, 2026
5. Response to Written Questions	Procurement Manager	November 9, 2026
6. Submission of Proposal	***Potential Offerors***	***November 16, 2026***
7.* Proposal Evaluation	Evaluation Committee	November 20, 2026
8.* Selection of Finalists & Potential Oral Presentations	Evaluation Committee	November 23, 2026
9 * Finalize Contractual Agreements	Agency/Finalist Offerors	December 11, 2026
10.* Contract Awards	Agency/Finalist Offerors	December 18, 2026
11. Protest Deadline	Agency	15 days after the contract award

*Dates indicated in Events 6 through 10 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., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Department of Cultural Affairs on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors should e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager at greg.geisler@dca.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5:00 pm MST/MDT on October 26, 2026.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt 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 I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference is tentatively scheduled for November 2, 2026, subject to change based on the availability of department staff and the interest in potential responders in such a meeting. The meeting will be online, with interested parties that submitted an Acknowledgment of Receipt being invited.

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 question(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 date 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 to the Procurement Manager at greg.geisler@dca.nm.gov as to the intent or clarity of this RFP until 5:00 PM MST/MDT on November 6, 2026. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before November 9, 2026, 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: http://www.nmculture.org/rfp

6. Submission of Proposal

Proposals must be submitted electronically via email to the Procurement Manager at greg.geisler@dca.nm.gov.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER VIA EMAIL NO LATER THAN 5:00 PM MST ON NOVEMBER 16, 2026. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of electronic receipt by the Procurement Manager's inbox will record the official time of submission.

It is the Offeror's responsibility to ensure all proposal documents and attachments are completely transmitted and received by the deadline set forth in this RFP. Please ensure that you allow adequate time for transmission and to confirm delivery prior to the deadline. A submission that is not both: (1) fully complete; and (2) received by the Procurement Manager via email by the deadline will be deemed late. Further, a submission that is captured, blocked, filtered, quarantined, or otherwise prevented from reaching the destination email server by security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalist

The Evaluation Committee will select the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of up to three (3) Offerors receiving the highest cumulative score in Section V Evaluation Criteria. **If the evaluation committee desires oral presentations, those will be scheduled.**

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), 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, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for 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 the 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:

Max DeAzevedo, Protest Manager
General Counsel
New Mexico Department of Cultural Affairs
Email: Max.DeAzevedo1@dca.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 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 365 days after the due date for receipt of proposals.

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 Offeror's 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. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the 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, the Agency 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 so 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 RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the 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 terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. **Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.**

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

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 contracts 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 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.

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.

29. Campaign Contribution Disclosure Form (Mandatory)

Offeror must complete, **sign**, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal (Mandatory)

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in 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 Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications 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 sub-contractor 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 the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

31. 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 debarred, suspended, proposed for debarment, or declared ineligible for award of 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 judgment 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, making 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. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the 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 ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the 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 State Purchasing Agent 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, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted electronically via email to the Procurement Manager at greg.geisler@dca.nm.gov

To maintain proper file separation and facilitate review, Offerors must submit their proposal as separate PDF attachments in a single email (or multiple sequential emails if file sizes require, clearly marked "Email 1 of X", "Email 2 of X", etc.):

1. **Technical Proposal PDF** (containing no cost/financial information)

2. **Cost Proposal PDF** (containing Appendix D Cost Response Form)

3. **Confidential/Proprietary Information PDF** (if applicable, containing a redacted copy for public record per Section II.C.8)

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each PDF attachment, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and signed.

Any and all discussion of proposed costs, rates, or expenses must occur ONLY in the Cost Proposal.

Technical Proposal Outline

(DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL)

1. **Signed Letter of Transmittal Form** (APPENDIX E)
2. **Signed Campaign Contribution Disclosure Form** (APPENDIX B)
3. **Table of Contents**
4. **Cover Letter**
5. **Response to Contract Terms and Conditions (if any)**
6. **Response to Specifications** *(except Cost information)*
    - **a.** Organizational Experience
    - **b.** Work Quality
    - **c.** Mandatory Specifications

- **d.** Business Specifications
- **e.** New Mexico / Native American Resident Preferences *(if applicable)*

7. **Other Supporting Material** *(if applicable)*

Cost Proposal Outline

1. **Completed Cost Response Form** (APPENDIX D)

A **Proposal Summary** may be included in the 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. Executive Summary & Purpose

The New Mexico Department of Cultural Affairs (DCA) is soliciting proposals from qualified contractors to develop a comprehensive Americans with Disabilities Act (ADA) Transition Plan focused exclusively on the built environment across DCA's statewide portfolio of facilities. As the largest group of cultural institutions in New Mexico, DCA manages more than 240 structures, totaling over 1.3 million square feet across 1,000 acres, including more than 100 historically significant buildings. These structures span museums, cultural centers, libraries, historic sites, and administrative facilities, most of which are subject to state and federal historic preservation requirements.

DCA is committed to ensuring equitable physical access to its facilities. This commitment is reflected in more than $1.33 million invested since FY21 to improve physical accessibility across both historic and non-historic properties. Given the architectural complexity and preservation constraints present throughout DCA's portfolio, a formal ADA Transition Plan is critical for identifying barriers within the built environment, prioritizing facility-based improvements, and guiding long-term implementation.

2. Facility Selection & Field Assessments

Not all DCA structures are publicly accessible; therefore, the selected Contractor will work closely with DCA staff (including representatives from the DCA Historic Preservation Division and operating divisions) to determine which of the approximately 240 structures require inclusion in the ADA Transition Plan.

a) **Portfolio Filtering:** Select structures are not publicly accessible, lack basic utilities, and are generally not entered by staff. The Contractor shall collaborate with DCA to define inclusion criteria and establish the finalized list of facilities to be evaluated.
b) **On-Site Assessments:** The Contractor shall conduct comprehensive, on-site field evaluations (requiring statewide travel) of selected facilities to identify physical barriers to access within the built environment. Elements evaluated must include, but are not limited to: site access, exterior paths of travel, building entries, interior circulation, vertical access, restrooms, parking, and public amenities.
c) **Preservation Sensitivity:** Assessments must acknowledge the unique ADA preservation balance at each site. The Contractor shall utilize thoughtful design and customized strategies that respect historic integrity while enhancing physical access, in compliance with state and federal historic preservation statutes (including Section 106 of the National Historic Preservation Act and the New Mexico Cultural Properties Act).

3. Required Deliverables

The Contractor shall provide the following core deliverables in formats approved by DCA:

1. **Self-Evaluation Report:** Comprehensive documentation identifying physical accessibility barriers across all evaluated DCA facilities in the built environment.
2. **Barrier Identification and Prioritization Matrix:** A structured matrix detailing all identified physical barriers, their severity, feasibility of modification, potential regulatory variations or alternative workarounds, and recommended sequencing of remediation activities.
3. **Remediation Recommendations & Cost Estimates:** Tailored physical remediation strategies for both historic and non-historic structures, complete with itemized, budget-level cost estimates for all proposed physical improvements.
4. **Draft and Final ADA Transition Plan:** A synthesized, publication-grade master plan incorporating all assessment findings, barrier matrices, proposed physical improvements, cost projections, and a long-range implementation schedule.
5. **Annual Update Framework:** A "living document" toolkit—including standardized update procedures, workflows, and templates—that enables DCA staff to update the plan annually as physical barriers are removed, new facility needs arise, or site conditions change.
6. **Public Engagement Plan & Summary:** A tailored community outreach strategy following ADA communication and access guidelines (e.g., listening sessions, stakeholder interviews, accessible surveys, or public forums) and a comprehensive summary documenting how public input informed final recommendations.
7. **Presentation Materials:** Professional executive briefings and presentation packages for DCA leadership, governing boards, and partner agencies summarizing findings, budget requirements, and implementation roadmaps.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) Provide a detailed description of relevant corporate experience developing ADA Transition Plans and accessibility evaluations for state government, municipal, or public sector clients. The narrative **must** thoroughly describe the Offeror's experience managing complex facility portfolios with diverse building types and ages. The experience of all proposed subcontractors must be fully described.

b) Provide detailed resumes/bios for all key personnel proposed to work on the resulting contract. Key personnel are identified as Project Managers, ADA/Accessibility Specialists, Historic Preservation Consultants, and Public Engagement Leads. Resumes must outline education, work experience, relevant professional certifications/licenses (e.g., CASp, AIA, AICP, or specialized accessibility credentials), and specific roles in completed similar engagements.

c) Describe corporate expertise in integrating physical accessibility solutions within historic preservation contexts, demonstrating how past projects successfully achieved ADA compliance while preserving architectural and cultural integrity.

d) Describe at least two (2) project successes and two (2) project challenges/failures from previous ADA evaluation or transition planning engagements, detailing how each experience improved the Offeror's methodologies or service delivery.

2. Work Quality

Description of at least three previous projects that indicate the expertise, quality, and performance of the Offeror and all proposed subcontractors. Demonstrate that the firm has the ability to meet schedules and budgets, as well as project goals.

3. Mandatory Specifications

a. Technical Approach & Methodology (ADA Evaluation & Portfolio Filtering)

The Offeror must submit a clear, detailed, methodology for conducting the ADA self-evaluation across DCA's statewide built environment as discussed under the detailed scope of work. The narrative must include: the approach to collaborating with DCA to filter and select buildings from the ~240 structure inventory, the field survey procedures, tools, and accessibility standards to be applied and strategies for identifying areas where regulatory variations may be required and proposing feasible workarounds.

b. Historic Preservation Integration Strategy

The Offeror must detail its technical approach to balancing ADA Title II/III and ABA accessibility standards with state and federal historic preservation mandates. The response must demonstrate how physical alterations will be designed to enhance access without compromising the historical integrity of DCA's 100+ historic properties.

c. Living Document & Annual Update Framework

The Offeror must present a concrete concept for delivering the final ADA Transition Plan as an operational "living document." This must include an explanation of the processes, digital tools, and customizable templates to be provided to DCA for executing annual internal updates.

d. Public Engagement & Stakeholder Outreach Plan

The Offeror must outline a comprehensive Public Engagement Plan tailored to disability community representatives, cultural stakeholders, and the general public. The methodology must specify how outreach events (listening sessions, public meetings, surveys) will meet full ADA communication guidelines and how community feedback will be systematically analyzed and incorporated into the final plan.

B.4 Project Management--Project Work Plan, Timeline & Staffing

The offeror must provide a project work plan including timelines, staffing and communications protocols. The work plan should include well-defined project timelines with clear milestones and deliverable schedules and demonstrate sufficient staff capacity and expertise to complete the work.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

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

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

4. Cost

Offerors must complete the Cost Response Form located in APPENDIX D as a separate document. Proposed costs must include a detailed breakdown by major deliverable/task, fully loaded hourly rates for all proposed personnel, travel/per diem estimates for statewide field assessments, and a clear budget justification.

5. 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 Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals.

Evaluation Factors (Correspond to Sections IV.B and IV.C)	**Points Available**
B. Technical Specifications	**850 Points**
B.1. Organizational Experience	150 Points
B.2. Work Quality	100 Points
B.3. Mandatory Specifications	400 Points
B.3.a Technical Approach & Methodology (ADA Evaluation & Portfolio Filtering)	*(100 Points)*
B.3.b Historic Preservation Integration Strategy	*(100 Points)*
B.3.c Living Document & Annual Update Framework	*(100 Points)*
B.3.d Public Engagement & Stakeholder Outreach Plan	*(100 Points)*
B.4. Project Work Plan, Timeline & Staffing (Project Management)	200 Points
C. Business Specifications	**150 Points**
C.1. Letter of Transmittal Form	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentations (If Held)	0 Points / Pass/Fail
C.4. Cost	150 Points
TOTAL POINTS AVAILABLE	**1,000 Points**
C.5. New Mexico / Native American Resident Preference	80 Points
C.5. New Mexico / Native American Resident Veteran Preference	100 Points

B. EVALUATION FACTORS

1. B.1 Organizational Experience (150 Points)

Points will be awarded based on the thoroughness, depth, and clarity of the Offeror's response. The Evaluation Committee will evaluate:

- Demonstrated corporate experience in developing ADA Transition Plans and accessibility evaluations for public sector entities and managing complex facility portfolios with diverse building types and ages.
- Demonstrated expertise in integrating physical accessibility solutions within historic preservation contexts while maintaining architectural and cultural integrity.
- Qualifications, education, relevant professional certifications/licenses (e.g., CASp, AIA, AICP), and project experience of key personnel assigned to the contract.
- Candid and insightful responses to project successes and failures, emphasizing lessons learned and methodology improvements.

2. B.2 Work Quality (100 Points)

Points will be awarded based on the Offeror's experience and execution of similar work and must be demonstrated with at least three examples of past performance and the degree to which examples demonstrate quality and performance. The Evaluation Committee reserves the right to contact previous clients directly for clarification or validation.

3. B.3 Mandatory Specifications (400 Points Total)

a. Technical Approach & Methodology – ADA Evaluation & Portfolio Filtering (100 Points)

Points will be awarded based on the clarity, feasibility, and technical rigor of the proposed evaluation methodology. The committee will evaluate the Offeror's strategy for collaborating with DCA to filter non-public/unserviced buildings from the ~240 structure inventory, survey tools used, field protocols, and approach to identifying feasible regulatory variations or workarounds.

b. Historic Preservation Integration Strategy (100 Points)

Points will be awarded based on the Offeror's technical strategy for balancing ADA Title II/III and ABA accessibility standards with state and federal historic preservation mandates (Section 106 and NM Cultural Properties Act). The response must demonstrate how physical remediation recommendations will enhance access without compromising the historical integrity of DCA's 100+ historic properties.

c. Living Document & Annual Update Framework (100 Points)

Points will be awarded based on the concrete, practical design of the proposed "living document" framework, including user-friendly processes. Digital tools, and customizable templates provided to DCA for executing annual internal updates as barriers are remediated or site conditions change.

d. Public Engagement & Stakeholder Outreach Plan (100 Points)
Points will be awarded based on the quality and accessibility of the proposed public engagement process. The committee will evaluate the Offeror's outreach strategies (listening sessions, public meetings, surveys), adherence to ADA communication access standards, and methods for synthesizing public input into actionable recommendations.

4. B.4 Project Work Plan, Timeline & Staffing (200 Points)

Points will be awarded based on the quality, structure, and realism of the project work plan and schedule. The committee will evaluate:

- A well-defined project timeline with clear milestones and deliverable schedules.
- Staffing allocation showing sufficient capacity and expertise across all tasks.
- Communication and project management protocols, including regular progress reporting and close coordination with DCA staff and the Historic Preservation Division.

5. C.1 Letter of Transmittal Form (Pass/Fail)

Pass/Fail only. No points assigned. The form must be completed and signed by an authorized corporate representative.

6. C.2 Campaign Contribution Disclosure Form (Pass/Fail)

Pass/Fail only. No points assigned. The form must be completed, signed, and submitted unaltered whether or not a contribution has been made.

7. C.3 Oral Presentations (Pass/Fail)

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications.

8. C.4 Cost (150 Points)

The evaluation of the Cost Proposal will be conducted using the Total Proposed Cost submitted on the Cost Response Form (APPENDIX D). The lowest responsive cost proposal will receive the maximum available points (150 points). Other proposals will receive points based on the following standard mathematical formula:

$$\text{Cost Score} = \left(\frac{\text{Lowest Proposed Total Cost}}{\text{Offeror's Proposed Total Cost}}\right) \times 150 \text{ Points}$$

9. C.5 New Mexico / Native American Resident Preferences

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

- **A. New Mexico Resident Business / Native American Resident Preference:** Offerors submitting a valid certificate will receive an additional 80 points (8% of total available points).

- **B. New Mexico / Native American Resident Veteran Preference:** Offerors submitting a valid certificate will receive an additional 100 points (10% of total available points).

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offeror whose proposal is most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note that a serious deficiency in the response to any single factor may be grounds for rejection regardless of overall score.

APPENDIXES

APPENDIX A

REQUEST FOR PROPOSAL

Development of Statewide DCA ADA Transition Plan for the Built Environment
RFP# 27 505 2000 50428

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt 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 I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
E-mail: greg.geisler@dca.nm.gov
Subject Line: Development of Statewide DCA ADA Transition Plan for the Built Environment
RFP# 27 505 2000 50428

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Michelle Lujan Grisham, Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

DEPARTMENT OF CULTURAL AFFAIRS
PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF CULTURAL AFFAIRS**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the following work:

1. Executive Summary & Purpose

The New Mexico Department of Cultural Affairs (DCA/Agency) is soliciting proposals from qualified contractors to develop a comprehensive Americans with Disabilities Act (ADA) Transition Plan focused exclusively on the built environment across the Agency's statewide portfolio of facilities. As the largest group of cultural institutions in New Mexico, the Agency manages more than 240 structures, totaling over 1.3 million square feet across 1,000 acres, including more than 100 historically significant buildings. These structures span museums, cultural centers, libraries, historic sites, and administrative facilities, most of which are subject to state and federal historic preservation requirements.

The Agency is committed to ensuring equitable physical access to its facilities. This commitment is reflected in more than $1.33 million invested since FY21 to improve physical accessibility across both historic and non-historic properties. Given the architectural complexity and preservation constraints present throughout DCA's portfolio, a formal ADA Transition Plan is critical for identifying barriers within the built environment, prioritizing facility-based improvements, and guiding long-term implementation.

2. Facility Selection & Field Assessments

Not all Agency structures are publicly accessible; therefore, the Contractor will work closely with Agency staff (including representatives from the DCA Historic Preservation Division and operating divisions) to determine which of the approximately 240 structures require inclusion in the ADA Transition Plan.

d) **Portfolio Filtering:** Select structures are not publicly accessible, lack basic utilities, and are generally not entered by staff. The Contractor shall collaborate with DCA to define inclusion criteria and establish the finalized list of facilities to be evaluated.
e) **On-Site Assessments:** The Contractor shall conduct comprehensive, on-site field evaluations (requiring statewide travel) of selected facilities to identify physical barriers to access within the built environment. Elements evaluated must include, but are not limited to: site access, exterior paths of travel, building entries, interior circulation, vertical access, restrooms, parking, and public amenities.
f) **Preservation Sensitivity:** Assessments must acknowledge the unique ADA preservation balance at each site. The Contractor shall utilize thoughtful design and customized strategies that respect historic integrity while enhancing physical access, in compliance with state and federal historic preservation statutes (including Section 106 of the National Historic Preservation Act and the New Mexico Cultural Properties Act).

3. Required Deliverables

The Contractor shall provide the following core deliverables in formats approved by the Agency:

8. **Self-Evaluation Report:** Comprehensive documentation identifying physical accessibility barriers across all evaluated DCA facilities in the built environment.
9. **Barrier Identification and Prioritization Matrix:** A structured matrix detailing all identified physical barriers, their severity, feasibility of modification, potential regulatory variations or alternative workarounds, and recommended sequencing of remediation activities.
10. **Remediation Recommendations & Cost Estimates:** Tailored physical remediation strategies for both historic and non-historic structures, complete with itemized, budget-level cost estimates for all proposed physical improvements.
11. **Draft and Final ADA Transition Plan:** A synthesized, publication-grade master plan incorporating all assessment findings, barrier matrices, proposed physical improvements, cost projections, and a long-range implementation schedule.
12. **Annual Update Framework:** A "living document" toolkit—including standardized update procedures, workflows, and templates—that enables DCA staff to update the plan annually as physical barriers are removed, new facility needs arise, or site conditions change.
13. **Public Engagement Plan & Summary:** A tailored community outreach strategy following ADA communication and access guidelines (e.g., listening sessions, stakeholder interviews, accessible surveys, or public forums) and a comprehensive summary documenting how public input informed final recommendations.
14. **Presentation Materials:** Professional executive briefings and presentation packages for DCA leadership, governing boards, and partner agencies summarizing findings, budget requirements, and implementation roadmaps.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal 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 the Agency when the services provided under this Agreement reach 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 those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars ($_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** 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 Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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 Agency; (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 Agency'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 AGENCY'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 Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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 Agency upon termination and shall be submitted to the agency 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 Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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 Agency 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 Agency.

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 Agency. 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 Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, 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 Agency.

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 Agency 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 Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency'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 Agency'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 Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this 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 Agency 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. 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.

17. 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.

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 Agency.

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 Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency 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 Agency and the Risk Management Division

of the New Mexico General Services Department by certified mail.

21. 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 the contract, Contractor certifies, by signing this agreement, 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 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.

22. 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.

23. 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.

24. 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 Agency:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

25. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date:_____
Agency

By: _____ Date:_____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date:_____
Contractor

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/or compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date:_____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date:_____
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

Instructions to Offerors

1. **Scope & Inclusivity:** The proposed cost must be inclusive of all labor, materials, supplies, equipment, overhead, profit, and direct expenses (including statewide travel, mileage, and per diem required to complete on-site facility assessments) necessary to perform all services described in Section IV.A (Detailed Scope of Work).
2. **Exclusion of NMGRT:** Proposed costs shall **EXCLUDE** New Mexico Gross Receipts Tax (NMGRT) or local options tax. Applicable taxes will be added at the time of invoicing and contract execution based on the tax rate of the location where services are performed.
3. **Firm Price Guarantee:** All proposed deliverable costs and fully loaded hourly rates shall remain firm for the initial term of the contract (and any renewal options).
4. **Evaluated Cost:** The total proposed cost in **Table 1 (Total Project Fixed Fee)** will be the single monetary value used in the Cost Evaluation Formula in Section V.B.8. Offerors must complete every cell in Tables 1 and 2. Altering or adding rows to the provided tables is not permitted.

Table 1: Deliverable-Based Fixed Fee Schedule (Evaluated Cost)

Offerors must provide a fixed fee for each deliverable listed below. Deliverable payments will be made upon formal review and written acceptance by DCA.

Deliverable #	Description / Scope	Fixed Fee ($)
Deliverable 1	**Project Kickoff, Work Plan & Portfolio Selection Strategy:** Initial meeting, project work plan, and finalized criteria/list of DCA facilities selected for evaluation from the ~240 portfolio.	$
Deliverable 2	**Self-Evaluation Report & Field Assessment Findings:** Completed physical barrier documentation across all selected DCA built environment facilities.	$
Deliverable 3	**Barrier Identification & Prioritization Matrix:** Comprehensive matrix detailing barrier severity, feasibility, regulatory variation options, and remediation sequencing.	$
Deliverable 4	**Remediation Recommendations & Cost Estimates:** Tailored physical remediation solutions for historic and non-historic structures with budget-level cost estimates.	$
Deliverable 5	**Public Engagement Plan & Summary Report:** Design, execution, and synthesis of accessible public outreach events, listening sessions, surveys, and stakeholder feedback.	$
Deliverable 6	**Draft & Final ADA Transition Plan ("Living Document"):** Publication-grade final plan incorporating all assessments, recommendations, schedules, and executive presentation materials.	$
Deliverable 7	**Annual Update Framework & Training:** Operational toolkit, customizable templates, workflows, and training for DCA staff to maintain and update the plan annually.	$
TOTAL	**TOTAL PROPOSED PROJECT COST (Evaluated Value for Section V)**	**$**

Table 2: Fully Loaded Hourly Billing Rates (For Reference & Potential Additional Services)

Provide fully loaded hourly rates for key project personnel. These rates will be utilized if DCA requests additional out-of-scope technical assistance during the contract term. Rates must include labor, overhead, fringe benefits, travel, and profit.

Staff Role / Title	Proposed Fully Loaded Hourly Rate ($/hr)
Project Manager	$ / hr
ADA / Accessibility Specialist (CASp / Credentialed)	$ / hr
Historic Preservation Specialist / Architect	$ / hr
Public Engagement Specialist	$ / hr
GIS / Data / Technical Specialist	$ / hr
Administrative / Support Staff	$ / hr

Offeror Information & Authorization

Offeror Organization Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX E
Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 27 505 2000 50428

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