



CITY OF RATON

**REQUEST FOR PROPOSALS
FOR ENGINEERING SERVICES AT THE
RATON MUNICIPAL AIRPORT**

No. 2022-01-06

**Released: January 6, 2022
Proposals Due: Wednesday, February 2, 2022 at 5:00 pm**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Raton, New Mexico (referred to herein as “Sponsor”), as owners of the Raton Municipal Airport (FAA LID: RTN), are requesting sealed proposals from consulting firms (“Proposers”) qualified and experienced in the field of airport engineering.

B. BACKGROUND INFORMATION

Raton Municipal Airport is a General Aviation facility located south of Raton, New Mexico approximately ten miles southwest of Raton on US Highway 64. The Airport has approximately 10,000 annual operations. The Airport is not a Certificated FAR Part 139 airport and has no scheduled air carrier operations. Raton Municipal Airport has a full time Fixed Base Operator but does not include a control tower.

The contract issued to the successful consultant is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to participate.

The Sponsor plans to award a four-year contract for engineering services for any and all engineering projects subject to federal assistance under the Airport and Airway Improvement Act of 1982 as amended. Contemplated projects under this contract may include:

- a. Taxiway Reconstruction
- b. Hangar Construction
- c. Terminal Improvements/ Replacement
- d. Fuel Storage System Rehabilitation/ Maintenance
- e. GPS Precision Approach
- f. Runway 2-20 and 7-25 Pavement Rehabilitation/ Maintenance
- g. Taxiway A, B, C and D Pavement Rehabilitation/Maintenance
- h. Apron Rehabilitation/Maintenance
- i. Heavy Aircraft Hardstand Construction
- j. Access Road Rehabilitation/Maintenance
- k. Airport Drainage Improvements
- l. Fencing Improvements
- m. Runway Visual Approach Systems Improvements
- n. Runway Edge Lighting System Improvements
- o. Runway and Taxiway Edge Drain System Construction
- p. Update Master Plan and Airport Mapping
- q. Snow Removal and Mowing Equipment Acquisition
- r. Prepare DBE program and goals
- s. Prepare and update SWPPP
- t. Airport Development Schedules and Cost Estimates

- u. Airport Related Architectural Services
- v. Environmental services, excluding project specific Environmental Impact Statements and Environmental Assessments.
- w. Update Airport Layout Plan
- x. Airport Related Planning Studies
- y. Other airport projects that may be approved over the four-year period of this contract for services

The above-contemplated projects are dependent upon federal AIP funding and State Aviation Division funding and approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement. Projects not identified in the above list will not be eligible for AIP funding.

C. SCOPE OF WORK

Basic engineering services are utilized in four distinct and sequential phases. Proposers are required to set out their qualifications and to propose on the following scope of work.

- A. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, but not limited to, the following:
 1. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 2. Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
 3. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
 4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost.
- B. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design including, but not limited to, the following:
 1. Meetings and design conferences to obtain information and to

coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations and surveys and engineering and environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, and cost estimates.
5. Conducting a detailed value engineering analysis, if applicable and requested.

C. Bidding or Negotiation Phase: This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

D. Construction Phase: This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following:

1. Providing consultation and advice to the Sponsor during all phases of construction.
2. Representing the Sponsor at pre-construction conferences.
3. Providing on site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6. Preparing and negotiating change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining payment amounts to contractors and assisting Sponsor in the preparation of payment requests for amounts reimbursable from grant projects.

9. Conducting wage rate reviews of certified payrolls.
10. Making final inspection and submitting a report of the completed project to the Sponsor, including "as built" drawings.

E. Proposers may be required to provide other incidental services, or subcontract with third party individuals or companies for such services. Incidental services include, but are not limited to, the following:

1. Soils investigation, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Expert witness testimony in litigation involving specific projects.
6. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
7. Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement purposes.

D. PROCUREMENT MANAGER

The City of Raton 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: Michael Anne Antonucci, Treasurer/Procurement Manager
Address: P.O. Box 910, 224 Savage Avenue, Raton NM 87740
Telephone: (575) 445-9551
Fax: (575) 445-3398
Email: mantonucci@cityofraton.com

Offerors may contact only the Procurement Manager regarding this procurement. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager as described in II.B.9 before the deadline.

II. CONDITIONS GOVERNING THE PROCURMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	City of Raton	T-0
2. Distribution List	City of Raton	T-8
3. Deadline to Submit Questions	Potential Offerors	T-15
4. Response to Written Questions	Procurement Manager	T-18
5. Submission of Proposal	Potential Offerors	T-27
6. Proposal Evaluation	Evaluation Committee	T-27 to T-32
7. Finalize Contractual Agreements	City of Raton/Finalist Offerors	T-47
8. Contract Awards	City Commission	T-33
9. Protest Deadline	Procurement Manager	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the City of Raton on January 6, 2022.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the “acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on **January 14, 2022**.

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

3. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. MST on January 21, 2022 as indicated in the sequence of events. Any requests received after this deadline will not be considered. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

4. **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies of responses will be posted to: www.ratonnm.gov

5. **Submission of Proposal**

All proposals must be received by the City of Raton no later than the date and time specified. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals submitted by facsimile, or other electronic means will not be accepted. Proposals must be hand delivered or mailed to:

City of Raton
Office of the City Clerk
Attn: Michael Anne Antonucci, Treasurer/Procurement Manager
224 Savage Avenue, P.O. Box 910
Raton NM 87740
575-445-9551

Offeror must submit 1 original and (5) copies of its proposal in a sealed envelope or container labeled on the outside to clearly indicate that they are in response **“Request for Proposals for Engineering Services at the Raton Municipal Airport.”** Submittals are due by 5:00 p.m., Wednesday, February 2, 2022, in the office of the City Clerk.

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

6. Selection Process

1. The selection process will be in strict accordance with Federal Aviation Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects and 49 CFR Part 18.

2. The Selection Committee shall consist of:

Scott Berry, City Manager

Jason Phillips, Public Works Director

Jo Greene, Community Facilities Manager

3. The Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. Communication between Proposers and any member of the Selection Committee during the selection process, except when and in the manner expressly authorized by the proposal documents, is strictly prohibited; violation of this requirement shall be grounds for disqualification of the Proposers from the process. Contact with the Airport Manager is allowed for project information and airport visits. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Finalize Contractual Agreements

Any Contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II.A. Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City of Raton. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City of Raton reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City of Raton.

The contract shall be awarded to the Offeror whose proposal is the most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City Commission approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 13-1-172 and applicable procurement regulations. Only protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM MST 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 delivered to:

Michael Anne Antonucci, Procurement Manager
P.O. Box 910, 224 Savage Avenue
Raton NM 87740

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipts 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 receipts of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:

1. Confidential financial information concerning the Offeror's organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 57-3A-1 to 57-3A-7
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition of the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the City of Raton 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 City of Raton.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), 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 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 are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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, 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 NMSA 1978, 13-1-83 and 13-1-85.

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

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, Offeror's 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 City of Raton.

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. (See also Section II.B.4, Response to Written Questions).

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. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).

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

30. Disclosure Regarding Responsibility

- A. Any prospective Contract 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 charge 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 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 Procurement Manager 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 finish 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 contract, the Contractor is indicted for other 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 the City of Raton. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to the other remedies available to the Government, the City of Raton Purchasing Agent may terminate the involved contract for cause. Still further the City of Raton Purchasing Agent may suspend or debar the Contractor from

eligibility for future solicitation until such time as the matter is resolved to the satisfaction of the City of Raton Purchasing Agent.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES - SUBMITTED HARD COPIES

Offerors should mail or deliver One (1) original and five (5) copies of the proposal to the Procurement Manager at the location specified on page 18 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

1. Proposers interested in the provision of engineering services to accomplish the proposed projects should limit their Statements of Qualifications to 25 pages, exclusive of cover letters, divider tabs or letters of transmittal containing introductory language only. The Statement of Qualifications should include:
 - a. A cover letter.
 - b. A narrative statement detailing the Proposer's understanding of the requirements of the Sponsor and the capability to perform all or most aspects of the engineering projects and tasks contemplated.
 - c. A general description of the Proposer's firm, including company organizational structure, size of company, recent experience in comparable airport/aviation projects, and experience with projects funded by Federal Aviation Administration AIP grants.
 - d. Identification of those key individuals who will be involved in the contemplated projects and their qualifications, backgrounds, experience, and specific responsibilities.
 - e. A representative list of previous clients and representative projects comparable to the proposed planning and/or engineering projects listed above (include contact person, airport, brief project description(s), and phone numbers.
 - f. Demonstrated capability to meet schedules/deadlines, without delays, cost escalations or overruns, and contractor claims.
 - g. Campaign Contribution Disclosure Form (Appendix B)

h. Letter of Transmittal Form (Appendix C)

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

2. Interested firms shall submit one (1) original and five (5) copies of the proposal on or before 5:00 pm (MST), **Wednesday, February 2, 2022** to:

**Michael Anne Antonucci, Treasurer/Purchasing Agent
224 Savage Avenue, P.O. Box 910, Raton NM 87740
575-445-9551**

Proposals received after the deadline, as determined by the Purchasing Agent, will not be considered.

3. All proposals must be submitted in a sealed envelope and clearly marked in the lower left hand corner: **“Request for Proposals for Engineering Services at the Raton Municipal Airport.”**

IV. SELECTION CRITERIA

A. EVALUATION FACTORS & POINT SUMMARY

Proposals will be evaluated based on the following criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal. Selection criteria contained in FAA Advisory Circular 150/5100-14D Chapter Two, will be applied in the following order of importance:

1.	Recent experience in airport planning and development projects.	30 points
2.	Capability to perform all aspects of project.	30 points
3.	Reputation.	20 points
4.	Ability to meet schedules within budget.	20 points
5.	Quality of previous airport project undertaken.	25 points
6.	Familiarity with Sponsor and project location.	25 points
7.	Understanding the airport and proposed projects.	30 points
8.	Understanding the Sponsor's special concerns.	10 points
9.	Interest shown.	10 points
10.	Signed Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail
11.	Letter of Transmittal (Appendix C)	<u>Pass/Fail</u>
	Total	200 points

B. EVALUATION PROCESS

1. A short list may be developed from the submittals received. Consultants on the short list may be asked to attend an interview prior to final selection being made. A schedule of fees will be negotiated with the selected consultant for the services to be performed under the initial NMDOT - Aviation Division or FAA grant. Subsequent fees will be negotiated on a task order basis as additional grants are obtained.
2. All offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
3. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.3
4. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
5. Responsive Proposals will be evaluated on the factors which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist offerors, based upon the proposals submitted. The consulting firm most qualified to perform engineering services for the contemplated projects will be recommended for award and consulting fees for each project will be negotiated in accordance with FAA regulations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
6. The City of Raton reserves the right to reject any or all proposals or any portion thereof as deemed in the best interest of the City.
7. It is the intent of the Sponsor to enter into a contract with the most qualified firm no later than February 22, 2022.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

**REQUEST FOR PROPOSAL
Airport Engineering Services No. 2022-01-06**

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on January 14, 2022. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Michael Anne Antonucci, Procurement Manager
P.O. Box 910, 224 Savage Avenue
Raton, NM 87740
Telephone: (575) 445-9551
Fax: (575) 445-3398
Email: mantonucci@cityofraton.com

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for 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 their time on behalf of a

candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Officials(s) if any:

- Mayor – James Neil Segotta
- Mayor Pro Tem – Linde’Schuster
- Commissioner – Ronald Chavez
- Commissioner – Donald Giacomo
- Commissioner – Lori Chatterley
- Municipal Judge – Roy Manfredi

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
LETTER OF TRANSMITTAL FORM

APPENDIX C - LETTER OF TRANSMITTAL FORM

RFP #: _____

Offeror Name: _____

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

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

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-contractors (select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

_____, 2022
Authorized Signature and Date (Must be signed by the person identified in item #2, above)