

**THE CITY OF RATON, NEW MEXICO
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that **THE CITY OF RATON** requests qualification based proposals for professional services related to on call civil engineering services.

The City of Raton shall receive sealed proposals in the office of the City Clerk/Treasurer until 5:00 p.m. on Thursday, February 14, 2019 as follows:

The City of Raton
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740

The RFP shall be available at <http://www.ratonnm.gov/> , or by contacting the office of the City Clerk /Treasurer. A Pre-Proposal Conference will not be held, proposers may obtain additional information by contacting the Chief Procurement Officer, Michael Anne Antonucci at (575) 445-9551 or via email at mantonucci@cityofraton.com

The scope of work and the criteria for selection are described in the Request For Proposals (RFP). City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Anne Antonucci
City Clerk / Treasurer
January 10, 2019

**CITY OF RATON
REQUEST FOR PROPOSAL
ON CALL ENGINEERING CONTRACT**

ACKNOWLEDGMENT 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 ending with Veterans Preference Certification.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on January 22, 2019. 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

**REQUEST FOR PROPOSALS
FOR
DESIGN PROFESSIONAL SERVICES**

RFP No. 2019-1

Packet No. _____



Project Name: City of Raton On Call Engineering Contract

Contracting Agency: City of Raton

Address: 224 Savage Avenue
Post Office Box 910

Telephone: 575-445-9551

Date: January 10, 2019

Funding Type: Varies

This form was prepared by The City of Raton, and is endorsed by the Professional Technical Advisory Board (PTAB which is comprised of the American Council of Engineering Companies New Mexico, New Mexico Society of Professional Engineers, American Institute of Architects New Mexico Chapter, New Mexico Professional Surveyors, and American Society of Landscape Architects New Mexico Chapter), Local Government Division, Department of Finance and Administration, Rural Utility Service, US Department of Agriculture, New Mexico Environmental Department, and New Mexico Finance Authority.

NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for design professional services will be received by the Contracting Agency, City of Raton for RFP No. 2019-1

The Contracting Agency is requesting proposals for professional

- | | |
|---|---|
| <input type="checkbox"/> architectural services | <input checked="" type="checkbox"/> engineering services |
| <input type="checkbox"/> surveying services | <input type="checkbox"/> landscape architectural services |
| <input type="checkbox"/> planning services | |

for: City of Raton

Project No. 2019-1

Proposals will be received at 224 Savage Avenue until Thursday February 14, 2019, 5:00PM.

Copies of the Request for Proposals can be obtained in person at the office of the City Clerk at 224 Savage Avenue, Raton, NM 87740 or will be mailed or emailed upon request to Michael Anne Antonucci at 575-445-9551 or mantonucci@cityofraton.com.

A Pre-Proposal Conference will will not be held .

PURCHASING AGENT:

Michael Anne Antonucci

Date: January 10, 2019

(for Contracting Agency's Use Only)

Newspaper: _____	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

1. PROJECT DESCRIPTION

The City of Raton, New Mexico is soliciting qualification and experience information to be used in selecting a civil engineering consultant to provide general engineering services on a task order basis as the City of Raton On-Call Engineering provider.

Contract for consulting services shall be an annual basis with potential renewal by mutual agreement for up to three additional years. Professional services shall consist primarily of engineering design in public works including streets, storm drainage, water, wastewater, solid waste, structures, and other areas. Agencies that are authorized to contract for professional services under this solicitation include Raton Water Works, Raton Public Service Co, Raton Housing Authority, and Raton Public Schools

Appurtenant services may consist of construction management, environmental assessment, regulatory compliance, permitting, and interdisciplinary services. Award of an Agreement does not establish an exclusive agreement with the Respondent. The City of Raton reserves the right to obtain services from other sources.

2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

Architects/Landscape Architects

- Programming Phase
- Schematic Phase
- Design Development Phase
- Construction Documents Phase
- Bidding and Negotiations Phase
- Construction Administration Phase
- Post-Construction Phase

Surveyors

- Property Boundary Survey
- Topographic Survey
- Easement Survey
- Right-of-Way Survey
- Inspection Report

Additional Services

- Environmental Documentation
- Permitting
- Grant Administration
- Right of Way Acquisition

Engineers

- Study and Report Phase (PER)
- Preliminary Design Phase
- Final Design Phase
- Bidding and Negotiations Phase
- Construction Phase
- Operational Phase

Planning Studies

- Comprehensive Plan
- Strategic (i.e. issue specific) Plan
- Mapping and/or Zoning
- Other Planning Tasks

2.2 **Periodic** or **Full-time** on-site observation during construction.

2.3 Other (list):

- _____
- _____
- _____
- _____

This page intentionally left blank

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that 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 (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
- 1.10. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agent.
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.
- C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3. ADDENDA

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.

- B. Copies of Addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide 5 copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of 25 pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, Campaign Contribution Disclosure Form and Conflict of Interest Certification Form
- D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1) Cover Letter
 - 2) Response to Evaluation Criteria (Pages 10 and 11)
 - 3) Other supporting or resource material
- E. 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.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only

matters, which clearly are of a confidential nature, will be considered.

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

3.2. SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for

Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

- C. Proposals received after the date and time for receipt of Proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements, which are a part of these Request for Proposals.
- B. Laws and Regulations: The Offerors' attention is directed to all applicable federal

and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1) Acceptable,
 - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing

Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).

D. Selection Process: (§ 13-1-120 NMSA 1978).

1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:

- a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
- b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing

accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with

adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).

- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) State the reasons for the action taken; and
 - 2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978
- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of a Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

6. OTHER INSTRUCTIONS TO OFFERORS

Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria (page 11).

6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.
- B. Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.
- C. Resident Veteran Businesses with annual revenues of more than \$5M are to receive a 7% preference on their proposals.

The 7%, 8%, or 10%, as indicated above, will be to the total points received for the Evaluation Criteria (page 11).

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

Example: An RFP has a total value of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business with an 8% preference, and three non-resident businesses. The Resident Business would receive 50 points and the Resident Veteran Business would receive 80 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 1,080.

Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the state.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror will will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000

Evaluation Criteria

The City of Raton will receive proposals from firms having specific experience, resources and qualification in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City of Raton to be submitted in response to this RFP is included elsewhere in this solicitation.

The Selection Committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The Selection Committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided.

The City of Raton has the option to initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Evaluation of the responses will be based on the following criteria:

- | | |
|------------------|---|
| 75 points | Specialized design and technical competence of the firm, based on similar experience, including joint venture or association, and qualification of personnel selected to perform the project.

The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by The City of Raton. |
| 25 points | Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations. |
| 25 points | Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors referenced in this criterion. |
| 5 points | Familiarity with the Contracting Agency
Proximity to or familiarity with the area in which the project is located. Provide summary addressing projects completed by your firm which address proximity to or familiarity with the area in which the project is located. |
| 5 points | Summarize the amount of design work that will be produced by a New Mexico business. |
| 5 points | The volume of work previously done for the Contracting Agency which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated. |
| 5 points | In-State Preference
OR |
| <u>10 points</u> | Resident Veterans Preference (Up to 10 MAX) |

Pass /Fail Items: Campaign Contribution and Conflict of Interest Certification Forms

150 points **The Proposal will be evaluated based on the above 150 points. If oral presentations are held, the oral presentations will be based upon re-evaluation of the above criteria.**

City of Raton

CONFLICT OF INTEREST CERTIFICATION

(Must be included with Proposal)

This Affirmation shall include both organizational and personal conflicts of interest.

I affirm that I (or my firm) _____ have no conflict of interest in performing the Scope of Work as specified in the Request for Proposals, and that I have identified any potential conflicts of interest as required in the RFP.

(Signature of Offeror or Offeror's Authorized Agent)

Date

(Printed or Typed Name and Title)

(Company Name, if applicable)

(Mailing Address)

(City, State, ZIP Code)

Conflict of Interest: Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

<u>Mayor – James Neil Segotta</u>	<u>Mayor Pro Tem – Linde' Schuster</u>
<u>Commissioner - Ronald Chavez</u>	<u>Commissioner – Donald Giacomo</u>
<u>Commissioner – Lori Chatterley</u>	
<u>Municipal Judge – Roy Manfredi</u>	

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) _____

(The above fields are unlimited in size. However, add additional pages if necessary.)

--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)

Veterans Preference Certification

_____ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

(signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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