

REQUEST FOR QUALIFICATION

RFQ 2024-01

Planning and Design Desert Lakes Golf Course Irrigation System For The City of Alamogordo, New Mexico

I. Introduction

A. Purpose of this Request for Qualifications

The City of Alamogordo is soliciting sealed proposals that specialize in professional services based on the scope of work described below and in accordance with any federal, state, and local requirements. It is the intent of the City of Alamogordo to execute an agreement with the most qualified firm that presents an economically viable proposal. All potential Offerors are to read, understand and accept the requirements of this Request for Qualification.

B. Project Description/Scope of Work

The scope of work is to provide services in accordance with "Attachment E"

C. CHIEF PROCUREMENT OFFICER

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer
Address: Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310
Telephone: (575) 439-4116
Fax: (575) 439-4117
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department
Attn: Barbara Pyeatt, CPO
Reference: RFQ 2024-01 Planning and Design for Desert Lakes Golf Course
Irrigation System
Address: 2600 N Florida Ave.
Alamogordo, New Mexico 88310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Purchasing Department. Chief Procurement Officer, Barbara Pyeatt bpyeatt@ci.alamogordo.nm.us, Purchasing Specialists at coapi@ci.alamogordo.nm.us. Offerors may contact ONLY the Chief Procurement Officer or Purchasing Specialists regarding this procurement.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFQ WILL RENDER THE PROPOSAL NON-COMPLIANT.

II. Conditions Governing the Procurement

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

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, an oral presentation will not apply.

Action	Responsible Party	Due Dates
Issue RFQ	City of Alamogordo	March 12, 2024
Deadline to submit Written Questions	Potential Offerors	March 18, 2024
Addenda if necessary	City of Alamogordo	March 19, 2024
Submission Proposals	Potential Offerors	March 27, 2024
Proposal Evaluation	Evaluation Committee	March 29, 2024
Oral Presentation if requested	City of Alamogordo	TBD
Authorization of Award	City Commission	April 9, 2024

B. EXPLANATION OF EVENTS

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

1. Issuance of RFQ

This RFQ is being issued on behalf of the Engineering Department, City of Alamogordo.

2. Distribution List Response Due

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" accompanying this document, ATTACHMENT D, to have their organization placed on the procurement distribution list. The form should be signed by an authorized organization representative, dated, and returned to the Chief Procurement Officer.

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

3. Pre-Proposal Conference

A pre-proposal conference will not be held for this project.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFQ until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

5. Response to Written Questions

An Addendum will be issued in response to all written questions. It will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

All offerors must acknowledge receipt of RFQ amendment(s) in writing as part of their proposal transmittal. A failure to acknowledge receipt of RFQ amendment(s) may cause rejection of the proposal.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFQ 2024-01 Planning and Design for Desert Lakes Golf Course Irrigation System**. Proposals submitted by facsimile, or other electronic means, will not be accepted.

At all times, it shall be the offeror's responsibility to ensure its proposal is delivered to the City of Alamogordo by the proposal's due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. 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 Qualification has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

8. Proposal Evaluation

A Selection 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. During this time, the Chief Procurement Officer 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. The Offerors SHALL NOT initiate discussions.

9. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

11. Contract Awards

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

12. **Protest Deadline**

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt
Title: Chief Procurement Officer
Address 2600 N. Florida Ave.
Alamogordo, NM 88310
Fax Number: 575-439-4117
E-mail: bpyeatt@ci.alamogordo.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

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 RFQ 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. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Consultants

Since the award is made on a quality-based evaluation process, replacement of consultants after award of and prior to the contract execution may cause the Offeror to be disqualified.

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. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors 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.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. 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 Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFQ may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

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

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFQ. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

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

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFQ should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provision in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors 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 City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFQ. The Selection 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 Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer 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 Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner 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 Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFQ shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission.

The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. 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.5, Response to Written Questions).

26. Use of Electronic Versions of this RFQ

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment A) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made.

28. 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 that the 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.

29. Utilization of Proposal

The City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein.

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Registration

All work shall be under the direction of a Professional Engineer registered by the State of New Mexico. (If Applicable)

32. Insurance

The firm must hold errors and omissions/professional liability insurance of at least \$1,000,000.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1- 21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for

preferences must be obtained through the New Mexico Department of Taxation & Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preferencecertification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference In addition to a copy of the certification, the Offeror should sign and complete the 11 Resident Veterans Preference Certificate form, as provided in this RFQ.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFQ includes federal funds.

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

1. Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFQ, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **TWENTY (20)** pages of 8.5“ by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran’s Certification, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFQ number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFQ amendment(s)**;
 2. Responses to the seven (7) Selection Criteria items, addressing all requested information, in the order presented in this RFQ above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.

- Offerors shall complete Attachment 1 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFQ 2024-01 Planning and Design Desert Lakes Golf Course Irrigation System**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.
- Checklist provided for responders use

IV. EVALUATION

A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

1. Specialized Design and Technical Competence Available Points = 30

Offerors will provide the firm’s and personnel’s experience and technical competence related to the scope of this project. Include familiarity with applicable regulations and permits. Include qualifications for the key personnel who will be assigned to this specific project and summaries of their relative experience. Include information that is relevant to delivery of this project.

2. Capacity and Capability Available Points = 20

Offerors will provide the firm’s current capacity and capability (resources) available to perform services specifically for this project, including specialized services that may be required. Include proposed schedule to perform the work with sufficient detail to understand the timing for delivery of the project deliverables. Include information about other projects that key personnel will be working on during this project and the associated completion schedules as compared to the progress of this project. Address the firm’s potential to effectively replace key personnel, if necessary. Note that Firm Capacity identified that would not be utilized specifically on this project will not be credited. The “capacity and capability” must directly apply to delivery of this particular project.

3. Past Record of Performance Available Points = 20

Offerors will provide the past record of performance on contracts for delivery of work relevant to this project scope. An emphasis will be placed on the firm’s demonstrated ability to meet project schedules and provide a quality product. Include experience and successful project delivery history of the Project

Manager responsible for delivery of this project scope on similar projects. As part of the response, firms will provide a list of four (4) projects of similar scope for reference. The reference projects will include a listing of personnel that worked on the reference projects that will also work on this project. A minimum of two (2) references will be provided for the Project Manager who will be responsible for delivery of this project, which may be included in the four (4) reference projects or may be separate reference projects in addition to the four (4) required reference projects. For all reference projects, including those for the Project Manager, list the name of the entity for which the reference project was performed, a brief description of the project, amount and time of initial construction contract award as compared to final contract price and time for completion, name of contact person with the entity who can discuss your firm's or personnel's role and performance. Provide current telephone numbers for which to contact these references.

4. Approach to Providing Services Available Points = 15

Offerors will describe their approach to managing and providing the scope of this project successfully. Include the internal Quality Assurance/Quality Control (QA/QC) processes to be utilized on this project. Describe the firm's approach to communicating effectively with the City of Alamogordo to facilitate successful delivery of this project.

5. Proximity to or Familiarity with the Alamogordo area Available Points = 5

Firm's and proposed key personnel's familiarity with the Alamogordo area. Firm's experience on previous projects in Alamogordo, including the firm's and key personnel's experience dealing with local jurisdictional agencies and City departments.

6. Amount of design work that will be produced by a New Mexico business within this state Available Points = 5

Firm will indicate the approximate value of work that will be produced by New Mexico business (es) within this state. Points will be determined as follows:

<u>Estimated Value of Work</u>	<u>Points</u>
\$100,001 or more	5
\$80,001 to \$100,000	4
\$60,001 to \$80,000	3
\$40,001 to \$60,000	2
\$10,001 to \$40,000	1
\$10,000 or less	0

7. Current Volume of Work for the City of Alamogordo Available Points = 5

Offerors will indicate the volume of work currently under contract with the City of Alamogordo that is less than seventy-five percent (75%) complete. The purpose of this criterion is to help distribute projects among qualified firms, and points will be determined as follows:

<u>Value of Work on Projects (less than 75% complete)</u>	<u>Points</u>
None	5
\$1 to \$25,000	4
\$25,001 to \$50,000	3
\$50,001 to \$75,000	2

\$75,001 to \$100,000
\$100,001 or more

1
0

TOTAL AVAILABLE POINTS = 100

Additional Preference Award Points Available

An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preferencecertification.aspx>.

B. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFQ. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body during the two (2) 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 (2) 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 (2) year period.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed 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.

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

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

“Pendency of the Procurement Process” means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

Signature

Date

Title

--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

Attachment B

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative Signature of Authorized Representative
Date

Attachment C

NON-COLLUSION AFFIDAVIT

STATE OF _____)
County OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is(title) _____ of (organization) _____ who submits herewith to the County of Otero, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Otero, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Otero, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____
Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20 _____.

Notary Public: _____
My Commission Expires: _____
(Print Name and Title): _____

ATTACHMENT D

ACKNOWLEDGMENT OF RECEIPT FORM

**REQUEST FOR PROPOSALS
Qualification Based**

Acknowledging receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy of acknowledged **RFQ 2024-01 PLANNING AND DESIGN DESERT LAKES GOLF COURSE IRRIGATION SYSTEM**

The acknowledgment of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed to submit a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addendum.

COMPANY: _____

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 Proposals.

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

Acknowledgments must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT E

SCOPE OF WORK

RFQ NO. 2024-01

Planning And Design for Desert Lakes Golf Course Irrigation System

The City of Alamogordo seeks the services of qualified firms to provide planning and design services for the Desert Lakes Golf Course Irrigation system.

Preferences:

- Prefer firm who has designed multiple *Golf Course* irrigation systems
- Start to finish time- 90 days
- Prefer firm who has the ability to start mid-April – beginning of May

Design Objective:

To prepare typical and customary professional irrigation system design construction documents for the Desert Lakes Golf Course (18 holes with driving range). The irrigation design is expected to include the following features:

- Automated electric-valve-in-head irrigation systems for 18-holes and driving range
- Design of existing pumping system interfaces and connections to new irrigation system
- Sprinkler spacing and performance appropriate for conditions, limitations, and client expectations
- “2-wire” type centralized control system with weather station monitoring and handheld radio/wifi control capability
- Hydraulic infrastructure design to accommodate 8-10 hour water window (total irrigated area with at least .30” of precipitation)
- Dual sprinkler configuration at greens and quick coupler connections at critical turf surfaces.

Task No.1 - Planning, Coordination and Supplemental Mapping Phase:

Selected contractor will participate in and help coordinate pre-design meeting(s) with representatives from Desert Lakes Golf Course for the purpose of establishing standards, methods, expectations, and preferences for the new irrigation system. They will discuss and note specifics of the project including layout, scope of work, equipment preferences, water sources, water quality, water quantity, water use

limitations, pumping systems, power sources, irrigation design criteria, key project dates and milestones, construction schedule, and construction budget. They will assemble all available site-specific information and existing irrigation as-built records, property boundary surveys, designs or records of existing utilities, or any other information that would be helpful in the design of the new irrigation system. Selected contractor will provide supplemental GPS field mapping necessary for the irrigation system design which will additionally be incorporated into project CAD files. It is expected that the

Planning, Coordination and Supplemental Mapping Phase will include these tasks and objectives:

- Identification and coordination of existing water source(s) and potential water sources.
- Identification of water source qualities/quantities.
- Identification of potential road crossings and project boundaries.
- Identification of existing pumping performances and volume capacities.
- Identification of any reuse water delivery and discharge permit limitations.
- Identification of proposed equipment, limitations, options, and additional design objectives.
- Identification and inspection of piping and plumbing as it pertains to the irrigation ponds
- Supplemental GPS field mapping.

Task No.2 - Design Development Phase:

Selected contractor will develop a preliminary irrigation design based on the golf course site plan, topography maps, GPS data, and other mapping data, as well as information gathered from the initial project meeting and mapping site visit(s). The intent of the preliminary irrigation design is to provide enough information to discuss and appropriately address the options, concerns, or unique characteristics of the new irrigation system and to provide estimated construction costs Vs. budgets. The preliminary design typically includes proposed mainline and submain pipe routing, valve locations, sprinkler layout, calculations, projections, and other pertinent information pertaining to the proposed irrigation system. The preliminary design will also include preliminary cost estimates, based on recent golf irrigation renovation projects to help ensure that the final irrigation design stays within budget. It is expected that the Design Development Phase will include these tasks and objectives:

- Prepare and provide preliminary level design of new irrigation system, based on owner input, facility management, and consolidated information and design objectives.
- Prepare and provide proposed detail drawings of major irrigation components and assemblies.
- Prepare and provide summary of proposed piping structure with hydraulic calculations including volumes and pressures.
- Identification of staging and equipment storage areas.
- Provide coordination information of proposed electrical improvements to the City.
- Provide coordination information of proposed civil / structural improvements to the City.
- Provide coordination information of new irrigation system structures, limitations and recommendation criteria to the City.

Task No.3 - Construction Documents Phase (Design / Build Capacity):

Selected contractor will finalize the preliminary irrigation system designs including all component specification, sizing, routings and locations for construction. They will make necessary changes to the irrigation system design based on the reviews, chosen options and comments from Owner, management, and other pertinent parties. The final designs will incorporate, desired construction

phases, options, additions, or deletions as well as other modifications necessary to finalize the irrigation system design. The final design package will include the irrigation system design, irrigation installation detail drawings, technical irrigation installation specifications and proposed irrigation product specifications.

Selected contractor will coordinate the final design preparations and presentations of the final irrigation construction documents. Selected contractor will provide all final construction documents in reproducible digital pdf format for duplication, solicitation, and distribution by the City. Irrigation system designs shall be signed and sealed by a Certified Irrigation Designer (CID). It is expected that the Construction Documents Phase will include these tasks and objectives:

- Prepare and provide final irrigation designs, detail drawings and technical specification documents suitable for construction purposes, signed and sealed by a Certified Irrigation Designer (CID).
- Coordinate final Civil and Electrical engineering requirements with respective design disciplines for inclusion into their own designs, facilitated by the City.
- Coordinate and report final conditions of critical work or design by others not included in this proposal.

Task No.4 – Construction Staking and As-Built Record Drawings:

- Provide field staking of golf and non/golf rotary sprinklers and other components which are position or location critical. Field staking includes coordination with City staff and field visits occurring approximately bi-weekly for duration of normal and typical construction schedule.
- Prepare as-built record drawings of completed irrigation system and project documentation in (digital pdf) and hardcopy formats to the City.

PROPOSAL CHECKLIST

Did You:

- Include One (1) original hard copy, Five (5) hard copies, and one (1) electronic copy (thumb drive, CD-R Disk) of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form. Attachment C
- Sign the “Disbarment Certification.” Attachment B
- Fill Out and Sign the “Campaign Contribution Form.” Attachment A
- Review and acknowledge all addenda.
- Review all clarifications/questions/answers.
- Include the Transmittal Cover letter.
- Deliver your sealed proposal to the City of Alamogordo Purchasing Department, 2600 N. Florida Alamogordo, New Mexico 88310 before March 27th, 2024, at 3:00 pm (local time).
- Mark your proposal with RFQ 2024-01 Planning and Design Desert Lakes Golf Course Irrigation System MARCH 27, 2024, @ 3:00 PM on the front of the envelope.

* If not completed as required, your proposal may be deemed non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

Attachment F
DRAFT AGREEMENT

THIS AGREEMENT, made this ____ day of April 2024, is made and entered into by and between the City of Alamogordo, a New Mexico municipal corporation (the "City"), and _____ (the "Contractor").

WHEREAS, the City desires to hire Contractor to provide engineering and design services for the Desert Lake Golf Course Irrigation; and,

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services; and,

WHEREAS, the City has selected the Contractor as the offeror most advantageous to the City.

NOW, THEREFORE, it is hereby agreed as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The City engages the Contractor to furnish those services (the "Services") described in the attached Exhibit "A." The Contractor accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services.
2. **Professional Responsibility.**
 - 2.1 Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
 - 2.2 Contractor further warrants that the work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.
 - 2.3 Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his reports and other services, which fall below the standard of professional practice, and reimburse the City for costs caused by errors and omissions which fall below the standard of professional practice.
 - 2.4 Approval by the City of reports and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's

review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

2.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

3. **Compensation**. The City agrees to compensate the Contractor for services provided on a lump sum basis in accordance with Exhibit "A" attached hereto and by this reference made part of this Agreement. Payment shall be made upon receipt of a detailed statement of accounting for services performed. Reimbursables and per diem are not allowed, unless specified in Exhibit "A". In the event of a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail. The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. Contractor shall hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance. Social Security and Worker's Compensation. Contractor shall file New Mexico tax returns and pay the required taxes for any and all payments made under this Agreement and any and all payments previously made to the Contractor. The City shall have the right to deduct from any payment made under this Agreement to the Contractor any federal, state, local or foreign income, employment or other taxes it determines are required by law to be paid with respect to such payments or to require payment from the Contractor, which the Contractor agrees to pay upon demand, for the purpose of satisfying any such obligation. Failure to comply with these obligations shall constitute a material breach of this Agreement.

4. **Commencement and Completion of Work**. Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in Exhibit "A" or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit "A".

5. **Effective Date/Term**. This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement. This Agreement shall terminate on _____, unless otherwise terminated pursuant to the provisions contained herein.

6. **Termination.** This Agreement is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

7. **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, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Department.

8. **Status of Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. 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 City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Contractor is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Code of Ordinances.

9. **Insurance.** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to the terms of this agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10. **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 City.

11. **Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.
12. **Records and Audit.** The Contractor shall maintain, for three years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the City. The City shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive and/or illegal payments.
13. **Release.** The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.
14. **Compliance with Laws.** The Contractor hereby represents and warrants that:
- 14.1 It is qualified to do business in the State of New Mexico and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 14.2 It is not in arrears with respect to the payment of any monies due and owing the State of New Mexico, or any department or unit thereon including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 14.3 It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 14.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approval or registration, if any, necessary to the performance of its obligations under this Contract.
15. **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 City. The City may provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City.
16. **Product of Service - Copyright.** The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, all materials developed, acquired or prepared under this Agreement shall become the property of the City upon completion of the work and shall be delivered to the City no later than the termination date of this Agreement. Nothing 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.

17. **Conflict of Interest.** The Contractor 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 Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or public employee have been followed.

18. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

19. **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 then- agents shall be valid or enforceable unless embodied in this Agreement.

20. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, 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 to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

CONTRACTOR

Date: _____ By: _____

NM Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Rick Holden, City Manager

APPROVED AS TO FORM:

Ashley Smith, City Attorney

ATTEST:

Rachel Hughs, City Clerk