



TOWN OF TAOS, NM
REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES FOR RANCHITOS ROAD IMPROVEMENTS

NMDOT CN: L500385
RFP #: 19-20-06

Issue Date: Thursday, May 14, 2020

Proposal Question Deadline: **Tuesday, May 26, 2020 at 4:00 p.m. local time**

Publication Date for Written Responses: **Thursday, May 28, 2020**

Response Deadline: **Thursday, June 4, 2020 at 1:00 p.m. local time**

Deliver to: Town of Taos
Finance Department/Purchasing
400 Camino de la Placita Room 202
Taos, NM 87571

Purchasing Contact: Sharon Voigt, Procurement Officer
Finance Department-Purchasing
Phone: (575) 751-2029
Email: svoigt@taosgov.com

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**REQUEST FOR PROPOSALS FOR
Engineering Services for Ranchitos Road Improvements
NMDOT CN: L500385
RFP #19-20-06
RESPONSE DEADLINE: June 4, 2020
TIME: 1:00 p.m.**

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 table of contents, and ending with EXHIBIT G.

In order to receive copies of all future communications, relating to, and including amendments to this distribution packet #19-20-06. The acknowledgement of receipt should be signed and returned to the Purchasing Contact no later than May 27, 2020. Returning this form is not mandatory to submit a proposal.

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 Engineering Services for Ranchitos Roadway Improvements, #19-20-06.

If firm does not intend to reply, please give a brief reason for not responding. _____

Return To:

Sharon Voigt, Chief Procurement Officer
Town of Taos
Finance Department/Purchasing Division
400 Camino de la Placita, Room 202
Taos, NM 87571
Fax: 575.751.2026
E-mail: svoigt@taosgov.com

TOWN OF TAOS, NEW MEXICO

LEGAL NOTICE

Notice is hereby given that the Town of Taos, New Mexico calls for Sealed Proposals for:

Engineering Services for Ranchitos Road Improvements
NMDOT CN: L500385
RFP #19-20-06

Interested parties may secure a copy of the request for proposals, including all specifications and any updates from:

Sharon Voigt, Chief Procurement Officer
Town of Taos
400 Camino De La Placita, Room 202
Taos, NM 87571
(575) 751-2025

Or it may be downloaded from <https://www.taosgov.com/200/Purchasing>

Please contact the Purchasing Office @ (575) 751-2025 to be included in the spec-holder list in order to receive amendments to this request if applicable.

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

A Pre-Proposal Meeting will be held on Thursday, May 21, 2020, 2:00 PM Local Time. Interested Offerors should contact the Purchasing Office @ (575) 751-2025 to register for the meeting at least 24 hours before the event.

Sealed Proposals must be received by the Town of Taos Procurement Officer, at the Purchasing Office, Town of Taos Town Hall Room 202, 400 Camino de la Placita, Taos, New Mexico 87571 no later than **1:00 PM Local Time, Thursday, June 4, 2020** in accordance with the instructions provided in the Request for Proposals.

As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Taos reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so, and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body
Town of Taos

/s/Sharon Voigt,
Procurement Officer
(575) 751-2025

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Taos News
legals@taosnews.com

GENERAL CONDITIONS

Qualifications-based Proposals

As required by 13-1-111 NMSA 1978 the Town of Taos (Town) is requesting qualifications-based proposals (RFPs) for professional services pursuant to Sections 13-1-120 to 13-1-124, NMSA 1978.

Proposals must include, but are not limited to, the requirements set forth in RFP Engineering Services for Ranchitos Road Improvements, NMDOT CN: L500385. Proposals deposited with the Town may be withdrawn or modified prior to the time set for opening of proposals by delivering written notice on company letterhead.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award. The Town will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the Town Council for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the Town of Taos, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The Town reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the Town of Taos. Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

I. SPECIFICATIONS AND SCOPE OF WORK

A. Introduction

The Town of Taos (Town) is requesting competitive sealed proposals for the selection of a professional firm or Offeror to provide engineering services for the design and construction of MAP Project L500385 Ranchitos Road Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements.

The successful Firm or Individual will be required to execute a Professional Services Contract, (Town of Taos Terms and Conditions), a sample but not the actual document is part of the RFP document. The Professional Services Contract will incorporate the selected Firm / Individual proposal, scope of services and any other pertinent requirements and details.

Through this Request for Proposal (RFP), the Town of Taos (Town) hereby invites entities who meet the qualifications and specifications set forth herein to submit responses for the Town of Taos RFP 19-20-06 Engineering Services for Ranchitos Road Improvements.

B. Scope of Services

Minimum Design Standards are as follows:

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.)
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book")
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition
 - d. New Mexico Department of Transportation's Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update
 - e. New Mexico Department of Transportation's Urban Drainage Design Criteria
 - f. New Mexico Department of Transportation's Geotechnical Manual, Current Update
 - g. New Mexico Department of Transportation's Action Plan
 - h. New Mexico Department of Transportation's Local Government Road Fund Project Handbook, Current Edition
 - i. New Mexico Department of Transportation's Handbook of Hazardous Waste Management, Current Edition
 - j. New Mexico Department of Transportation's Location Study Procedures
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition
 - l. Other design publications as outlined in the New Mexico Department of Transportation's Local Government Road Fund Project Handbook

Preliminary Design:

- In consultation with the owner, determine the general scope, extent and character of the project.
- Prepare preliminary design documents (final design criteria, preliminary drawings and outline specifications).
- Prepare and submit an opinion of probable costs.
- Submit copies of above preliminary design documents and conduct a review with the owner.

Final Design:

- Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
- Submit a revised opinion of probable project cost.
- Submit copies of the final design documents and present and review them in person with the owner.

Bidding and Negotiation Phase – Lump Sum Cost

- Prepare bid documents, specifications and plans in accordance with the New Mexico Department of Transportation standards for the Municipal Arterial Program
- Submit three (3) sets of bound hard copy bid documents, specifications and plans
- Assist with advertisement for bids
- Coordinate bidding process
- Conduct pre-bid meeting
- Assist with bid opening
- Prepare certified bid tabulation and recommendation for award

Construction Phase – Lump Sum Cost

- Perform a maximum of one (1) site visits per week or a maximum of eight (8) site visits during the project
- Submit to Public Works Director critical observations on a weekly basis
- Prepare contractor pay estimates on a monthly basis
- Render interpretation of specifications and plans
- Review contractor submittals for conformance
- Prepare field and change orders as needed
- Coordinate and conduct final inspection
- Develop punch list
- Submit as-built plans
- Coordinate and conduct 11-month warranty inspection

Additional Services – Per Copy Cost

- Cost per bound hard copy for bid documents, specifications and plans
- Cost per CD for bid documents, specifications and plans

C. Qualifications of Offerors

The Offeror shall submit with each Proposal a qualification statement addressing the specialized design and technical competence of the firm and key personnel, based on same or similar types of projects designed within the last five (5) years.

Key Project Team Members: Personnel listed, as submitted by your firm, shall remain responsible throughout the period of the agreement and be available for anticipated public meetings to be held regarding this project. No substitution may be made without written submission of the proposed replacement and final approval being granted by the Town's Project Manager.

The Offeror will provide a list of five (5) references of clients who are or have been provided the same or similar type service within the past five (5) years. The reference list shall include current clients and shall provide a contact person, telephone number and if available, an e-mail address. The Town reserves the right to contact clients for reference checks.

D. Information Provided by the Town

Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.

Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the Town's designated representative and, if necessary, a written addenda will be emailed to each Offeror who has returned the "Acknowledgement of Receipt" form. Each Offeror requesting an interpretation will be responsible for the delivery of such requests to the Town's designated representative in writing as outlined in this RFP. The Town will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

E. Agreement

A Sample agreement is attached as "Exhibit's F & G". A written contract will be entered into between the Town and the successful Offeror.

F. Contract Completion

The contract completion date shall be one hundred twenty (120) calendar days following contract notice to proceed, except for causes beyond the control of the Offeror. Any alterations in the completion date shall be agreed to in writing by the Town and the Offeror.

II. PROPOSAL PROCESS

A. Introduction

Until the final award by the Town of Taos Council, the Town reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the Town will be realized.

B. Preliminary Schedule

It is the Town's intent to adhere to the following schedule: However, the Town reserves the right to modify this schedule.

Action	Responsible Party	Date & Time
1. Issue RFP	Agency	May 14, 2020
2. Pre-Proposal Meeting / Site Visit	Agency	May 21, 2020 at 2:00 PM Location – To be determined
3. Deadline to submit Questions	Potential Offerors	May 26, 2020 at 3:00 PM
4. Response to Written Questions/Amendment	Procurement Officer	May 28, 2020
5. Proposal Due Date	Potential Offerors	June 4, 2020 at 1:00 PM

C. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held to provide an overview of the RFP and introduce Offerors to the potential site. It will also be a forum to receive questions and comments from Offerors. The Pre-Proposal Conference will be held on May 21, 2020 at 2:00 P.M. local time. Location – to be determined. Interested Offerors should contact the Purchasing Office at (575) 751-2025 to register for the meeting.

D. Directions for Submission

The Offeror shall submit one (1) original proposal and one (1) electronic version **formatted as a single PDF document** provided on a CD or flash drive, in a sealed envelope plainly marked "Proposal for Engineering Services for Ranchitos Roadway Improvements, RFP 19-20-06". The electronic version shall be an exact copy of the original proposal. The proposal shall contain any information or supplements which will assist the Town in selecting an Offeror. All expenses associated with this submittal will be borne solely by the Offeror.

The Offeror shall submit their technical proposals at the time and place designated on the cover sheet.

The Offeror shall be prepared to respond to requests by the Town for personal presentations, oral presentations and other areas deemed necessary to assist in the evaluation process. All expenses associated with this presentation will be borne by the Offeror.

E. Cost Proposal

Cost Proposals shall not be included in the Offeror's proposal, but shall be made available by the top evaluated firm within 48 business hours after the Town's request.

- A Man-hour and Fee Schedule will be used in summarizing the cost proposal, with adequate back-up detail to verify the proposed fixed fee, and shall include the following information. This pricing information shall be used in negotiating the contract price (Ref. NMSA 1978 13-1-120 through 13-1-124).

- The itemized cost for individual elements, such as studies, reports, etc.
- The cost of each task or segment of the task shall be itemized.
- Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- Travel and per diem or subsistence costs, if any, supported by a breakdown including destination, duration and purpose. Automobile mileage and per diem shall not exceed the amounts authorized by the New Mexico per diem and mileage act. Air transportation shall be coach fare.
- Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- Breakdown of fee or profit.

F. Pricing

The subsequent contract is considered a FIRM-FIXED PRICE CONTRACT. The fee proposal shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

G. Inquiries

Questions and/or clarifications concerning this RFP will be accepted in writing until close of business on May 26, 2020. Requests may be transmitted via email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, is scheduled to be issued by 5:00 p.m. on May 28, 2020. No Offeror may rely upon oral responses made by any Town employee or any representative of the Town.

Question and/or clarifications concerning this RFP shall be directed to:

Sharon Voigt
Chief Procurement Officer
(575) 751-2025
svoigt@taosgov.com

H. Prohibited Contacts

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Town Council or Town staff on any matter having to do in any respect with this RFP other than as outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the Town as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the Town, result in disqualification and rejection of any proposal. Offerors shall have no claim against the Town for failure to obtain information made available by the Town which the Offeror could have remedied through the exercise of due diligence.

I. Conflict of Interest

Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

Offeror must notify the Town's Chief Procurement Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their proposal.

J. Format and Content

Offerors shall include in their proposal the information and documentation requested in this RFP in the format described. The failure of an Offeror to adhere to requirements may, at the sole discretion of the Town, result in the rejection of the proposal.

K. Signing of Proposals and Authorization to Negotiate

The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the Town in connection with this RFP.

L. Period of Acceptance

All proposals must remain valid for a minimum period of one hundred-fifty (150) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the Town.

The Town reserves the right to request additional information from the Offeror at any time during the selection process. The Town also reserves the right to extend by sixty (60) days the proposal of any Offeror, at no additional cost to the Town, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the Town after one hundred-fifty (150) days, Offerors may, at their discretion, withdraw their proposals or provide the Town with written extensions of time.

M. Binding Offers

All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the Town to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 150-day Period of Acceptance and as such time period may be extended by the Town. The Town reserves the right to request revisions to proposals.

N. Laws and Regulations

This procurement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the Town of Taos. The Town also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Town of Taos, New Mexico.

O. Confidentiality

It is understood by the Seller Offeror and the Town that the Town is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Seller or Offeror has responded to a Town Invitation For Bid (ITB) or Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," The Town agrees to notify Offeror of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides the Town with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the Town in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the Town agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

P. Bribery and Kickbacks

By law (Section 13-1-191, NMSA, 1978) the Town is required to inform Offerors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Q. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the Town's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the Town. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Sharon Voigt
Chief Procurement Officer
Finance Department – Purchasing Division
Town of Taos
400 Camino de la Placita, Room 202
Taos, NM 87571

R. Debarment, Suspension, and Ineligibility

By submitting an Offer to this solicitation, the Offeror represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.

III. PROPOSAL FORMAT REQUIREMENTS

A. General Format for Proposals

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format, may at the sole discretion of the Town, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. An 8-1/2" x 11" format is required for typed submissions and an 11" x 17" format may be used for illustrations. Submittals may utilize either single-sided or double-sided copying and be bound with numbered tab dividers corresponding to the requirements contained in the balance of this section. If double-sided pages are used, each side shall be numbered and counted as separate pages. The page limitation will only be increased by addendum.

It is the Offeror's responsibility to ensure that all information in the proposal is easily readable by the Town. The Town, at its sole discretion, may reject any proposal which is unclear in any way.

B. Organization of Materials

Proposals must be organized in the following manner:

- I. General Information
- II. Project Team Members
- III. Offeror's Experience
- IV. Design/Technical Approach
- V. Cost Control
- VI. Contractual Considerations

C. Mandatory Items to be Included in Proposals

- I. Exhibit A, Letter of Submittal Form;
- II. Exhibit B, Offeror's Information Form;
- III. Exhibit C, Campaign Disclosure Form;
- IV. Exhibit D, Conflict of Interest and Debarment/Suspension Certification Form
- V. Exhibit E, Statement of Confidentiality Form
- VI. Resident Business or Veteran Resident Business Preference Certificate, if applicable ;
- VII. Conditions or Exceptions to Draft Agreement;
- VIII. All items identified in this section titled *Proposal Format Requirements*.

The submittal form, Page 20 of RFP, shall be included as the cover sheet of the proposal. The Town may, at its sole discretion, accept and executed cover sheet if deemed a binding offer.

D. Contractual Considerations

All commercial, technical, legal or other conditions or exceptions relating to the provisions of the RFP and the draft Agreement must be explicitly stated in this section of the proposal. Offerors should be aware that any conditions or exceptions are made solely at the risk of the Offeror and the Town reserves the right to reject proposals containing any unacceptable conditions or exceptions. Offerors shall use this section to discuss guarantees and warranties that the Offeror will offer the Town and the risks it is willing to take.

E. Maximum Page Limitation: 20 pages (Single Sided)

1. If supplied, the following pages will be excluded from being counted as part of the maximum page limitation:
 - Front and back cover pages
 - Submittal Page, Page 20 of RFP
 - The Letter of Introduction
 - The Title Page

The Table of Contents

Dividers between proposal information categories

The Agreement, Insurance Certificate form, other certifications, and any contractual considerations.

2. Any 17" x 11" pages shall be numbered as two pages.
3. Drawings on 24" x 36" shall be numbered as four pages.
4. Your proposal should be as clear and concise as you can make it while still providing the Selection Committee with information addressing the requirements in each of the **five** categories stipulated in the RFP.

F. Guidelines

The following guidelines have been prepared to assist Offerors in the preparation of their proposals by clarifying certain components of the evaluation criteria categories. All Offerors should adhere to the format shown below. Use of this format will help expedite our review process.

Category I – General Information

1. Provide name, address of Offeror, and telephone number of Offeror, and, if a firm, when firm was established.
2. Provide number of employees, technical discipline, registration, and registration number.
3. Indicate where the services are to be performed.

If the work is to be shared among firms and offices at different locations, or a joint venture with sub-consultants, indicate where each office is located, what work is to be performed at each location, and the percentage of work performed compared to the total scope of services. Provide this information using the following format:

Firm Name, Location	Work to be Performed	% of Work Performed Compared to Total Scope
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Category II – Project Team Members

1. Provide an organization plan for management of the project.
2. Identify all consultants to be used on the project.
3. Provide qualifications of project team members shown in the organizational plan, including registration and membership in professional organizations.
4. Provide any unique knowledge of key team members relevant to the project.
 - Component One can be accomplished using an organizational chart that shows the proposed relationships between the key team members and support staff who are expected to participate on the project. Also indicate which aspects of the work each person will be responsible for performing. When addressing Component Two, you should also provide a summary description of the work to be performed by each consultant proposed for the project.
 - For Component Three, describe each person's work experience, field or fields of specialization, education, certifications. Component Three shall also outline a list of directly relevant projects for each key member which include client name, project name, project description, role of the individual, and project completion date. Component Four should be self-explanatory.

Category III – Offeror Experience

1. Describe previous projects of a similar nature, including client contact (with phone numbers), the year(s) services were provided, construction costs (if applicable), and a narrative description of how those projects relate to this project.

2. Provide examples of Project Manager's government agency experience within the past five (5) years that serve to demonstrate the Project Manager's knowledge of performance on contracts with government agencies.
3. Provide the volume of work previously done for the Town which is not seventy-five percent complete.
4. Provide this information using the following format:

Name of Project	Contract Date	Contract Amount	% Completed and Invoiced to Date
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The projects described should be projects that were worked on by the people shown on the organizational chart provided under Item 1 of Category II. Specific project responsibilities of these individuals should be addressed.

Category IV – Design/Technical Approach

1. Describe Offeror's understanding of the project scope.
2. Describe how Offeror plans to perform the services required by the project scope.
3. Describe specialized problem solving required in any phase of the project.
4. To demonstrate your understanding of the project scope, you must describe what you intend to do. You must also describe the quality control procedures you will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

Category V – Cost Control

This category of the proposal evaluation criteria has two components:

1. Describe cost control and cost estimating techniques to be used for this project.
2. Provide comparisons of bid award amount to final cost estimate for projects designed by the respondent during the past five (5) years. The consultant may provide justification for any discrepancies that may exist with this information.

Component One should be subdivided as follows:

- Cost Control of the Design Process: How will you control expenditures for this project within your organization for work hours, other direct costs, and all other costs associated with the basic services fee that you will negotiate with the Town? For example, some firms use a project management application software program to monitor work hour usage and costs as a means of controlling total expenditures for accomplishing design tasks.
- Cost Control of the Construction Cost: How often do you make estimates of probable costs to construct the project as design progresses and compare these to the Town's budget for the project? For example, some firms review project costs on a biweekly basis using a spreadsheet application software program and a job costing database.
- What corrective actions do you take if it appears that the budget will be exceeded or that the project scope can be achieved at a much lower cost than what was discussed during negotiations?
- Cost Estimating Techniques: Design professionals use a variety of cost estimating techniques such as:
 - In-house databases from bid prices on projects designed by the firm.
 - Estimating data published by specialists in construction estimating such as Means, Building News, etc.
 - Current six month compilation of New Mexico State Highway & Transportation Department (NMSHTD) unit prices.
 - Businesses specializing in construction cost estimating.
 - What techniques will you use for this project and why?

Component Two should be supplied in the following format:

Name of Project	Month and Year Bid	No. of Bids Received	Final Cost Estimate	Bid Award Amount	Final Contract Amount including Change Orders
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The final cost estimate is the dollar amount your firm provided to your client at bid opening. For a Town project, it would be the estimated construction cost your firm provided to the Town for use at the bid opening and would contain all adjustments to earlier estimates caused by addenda issued during the bidding time for the project.

IV. REVIEW AND EVALUATION

A. Evaluation Criteria

The Town 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 Town to be submitted in response to this RFP is included elsewhere in this solicitation.

A 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 Town's Purchasing division 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:

20 points	Completeness, originality and creativity of the proposed approach to this project.
25 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 Town's Project Manager.
25 points	Capacity and Capability of the business to perform the work, including any specialized services, within the time limitations.
20 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 criteria.
5 points	Proximity to or familiarity with the area in which the project is located. Provide a 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. (The Town will apply a formula, based on the percent of work performed compared to total scope, to reduce points earned if using firms outside of New Mexico).
5 points	The volume of work previously done for the Town of Taos 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
Up to 10 points In-State Preference OR Veterans Preference

110 points **The Proposal will be evaluated based on the above 110 points. If oral presentations are held, the oral presentations will be based upon re-evaluation of the above criteria.**

B. Application of In-State/Veteran Preference

Offeror shall include In-State/Veterans preference certificates for themselves and for any sub-contractors listed in the proposal.

Preference credit will be given to Offerors and/or sub-contractors that have provided their In-State/Veterans preference certificate(s).

1. Pursuant to Section 13-1-21(C)(2), NMSA 1978, When a public body makes a purchase using a formal request for proposals process:
 - A. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate.
 - B. The Town's RFP award process is based on a point system, with 100 points possible. With the in-state preference applied, 105 points will be possible.
2. Pursuant to Section 13-1-21(D), NMSA 1978, When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.
3. In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
 - A. This preference is separate from the in-state preference and is not cumulative with that preference.

C. Presentation Agenda – *If Required*

- Offerors should be prepared to speak on the following issues during the course of their interview.
- Grasp of Project Requirements - Evaluation shall be based on firm's analysis, preparation and level of interest.
- Design Approach/Methodology - Discussion of the methodology the firm proposes to use in providing the required services.
- Key Personnel and Roles - Evaluation shall be based on personal qualifications and professional skills of key individuals.
- Pertinent Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm.
- Consultant/In-House Resources - Evaluation shall be based on firm's abilities and importance of consultant or in-house support services.

- Discussion of how the firm will handle the planning, design and construction phase of the project. Discuss design approach, construction cost controls and involvement in the design and implementation phases of the work.
- Discussion of time schedule the firm proposes to complete the necessary preliminary work as well as a time schedule for the entire project.

D. Presentation Schedule – *If Required*

A Presentation Schedule of the top evaluated firms that will be continuing in the evaluation process will be issued after the initial Selection Committee meeting review. Any additional presentation material shall be distributed at the time of the Offeror's presentation. Town personnel will be available during the Offeror's set-up period, and during the presentation to offer assistance.

A forty-five (45) minute time allotment will be available for each firm. Thirty minutes for the presentation and fifteen minutes for a question and answer period. Two rooms will be used which will allow each firm to set up while another is making a presentation. This will allow each firm to be given approximately fifteen (15) minutes to set up before the audience will move to that room.

The Town is requesting Offeror's address all concerns outlined in the RFP during their scheduled interview. The RFP outlines the Town's project summary and it is our intent to clarify in detail the scope of services, project schedules, additional requirements and agreement format during negotiations with the top evaluated firm.

EXHIBIT A – LETTER OF SUBMITTAL FORM

Submit with your proposal

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

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

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical conditions, spousal affiliation, sexual orientation or gender identity as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract between Offeror and the Town of Taos ("TOWN").

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award. This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

EXHIBIT B – OFFEROR’S INFORMATION FORM

Date of Proposal: _____

New Mexico State License No. _____

Resident Business Preference Certificate No. _____

Resident Veteran Business Preference Cert. No. _____

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

Contractor’s New Mexico Gross Receipts Tax No. _____

Contractor’s Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the “Offeror”) organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for Engineering Services.

The undersigned Offeror’s representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)



EXHIBIT C – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

MAYOR: DANIEL R. BARRONE

COUNCIL MEMBERS:

**PASCUALITO M. MAESTAS
NATHANIEL EVANS**

**DARIEN D. FERNANDEZ
GEORGE “FRITZ” HAHN**

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position) Offeror Business Name

– 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) Offeror Business Name



EXHIBIT D – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to the Town of Taos in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or public official of the Town of Taos (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Town of Taos employee, council member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____ List below the name(s) of any the Town of Taos, employee, public official or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to the Town of Taos Purchasing Division in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**



Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

EXHIBIT E – STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Town of Taos (TOWN) and forever thereafter, to keep confidential all information and material provided by TOWN or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with the TOWN, and not to release, use or disclose the same except with the prior written permission of TOWN. This obligation shall survive the termination or cancellation of the Contract between Contractor and the TOWN or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the TOWN, a client or customer of the TOWN, or to the owner of such information, inadequately compensable in damages and that, accordingly, the or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date

**EXHIBIT F – SAMPLE AGREEMENT BETWEEN THE TOWN OF TAOS
AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

PROJECT (short title) _____ Contract No. _____

PROJECT
LOCATION _____



**THE TOWN OF TAOS
PURCHASING DIVISION**
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Taos shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__, by and between THE TOWN OF TAOS (hereinafter referred to as "the Town"), a municipal corporation organized and existing under the Laws of the State of New Mexico, and _____, licensed to do business in the State of New Mexico), hereinafter referred to as the "Engineer".

Hereinafter "Taos":

Richard Bellis, Town Manager
400 Camino De La Placita
Taos, New Mexico 87571
(575) 751-2002
(575) 751-2026

Hereinafter "Engineer":

Name: _____

RECITALS

WHEREAS, the Town needs the services of a professional licensed engineer to _____
; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978 and Taos Purchasing Regulations, the Town issued Request of Proposal (RFP) No. 19-20-06; and

WHEREAS, _____ ; and

WHEREAS, the Town requires the services of the Engineer, and the Engineer is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION:

The engineer shall provide the full range of engineering services required for the design and construction of MAP Project L500385 Ranchitos Road Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements.

2. SCOPE OF WORK

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.)
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition (“Green Book”)
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition
 - d. New Mexico Department of Transportation’s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update
 - e. New Mexico Department of Transportation’s Urban Drainage Design Criteria
 - f. New Mexico Department of Transportation’s Geotechnical Manual, Current Update
 - g. New Mexico Department of Transportation’s Action Plan
 - h. New Mexico Department of Transportation’s Local Government Road Fund Project Handbook, Current Edition
 - i. New Mexico Department of Transportation’s Handbook of Hazardous Waste Management, Current Edition
 - j. New Mexico Department of Transportation’s Location Study Procedures
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition
 - l. Other design publications as outlined in the New Mexico Department of Transportation’s Local Government Road Fund Project Handbook

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

1) Taos shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule).

2) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax shall not exceed _____ (\$_____). Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by Taos to the Engineer.

3) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. Taos will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

B. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B (Pay Request Form), when payment is due under this Agreement. Upon the Town of Taos's receipt of the written request, the Town of Taos shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the Town of Taos may not make any payment hereunder unless and until Town of Taos has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the Town of Taos shall tender payment for the accepted items or services. In the event the Town of Taos fails to tender payment within 30 days of the written certification accepting the items or services, the Town of Taos shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Engineer breaches this Agreement, the Town of Taos may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as Taos determines the exact amount of damages it suffered as a result of the breach.

D. Payment under the Agreement shall not foreclose the right of the Town of Taos to recover excessive or illegal payment.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

1) The Engineer shall consult with the Town of Taos to define and clarify the requirements for the Project.

2) Advise the Town of Taos of any need for the Town of Taos to provide additional data or services which are not a part of the Engineer's Basic Services.

- 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
- 4) Prepare draft Study and Report and brief and obtain the written approval of the Town of Taos for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design:

In consultation with the owner, determine the general scope, extent and character of the project. Prepare preliminary design documents (final design criteria, preliminary drawings and outline specifications).

Prepare and submit an opinion of probable costs.

Submit copies of above preliminary design documents and conduct a review with the owner.

C. Final Design:

- Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
- Submit a revised opinion of probable project cost.
- Submit copies of the final design documents and present and review them in person with the owner.

D. Bidding and Negotiating Phase

The Engineer shall:

- Prepare bid documents, specifications and plans in accordance with the New Mexico Department of Transportation standards for the Municipal Arterial Program
- Submit three (3) sets of bound hard copy bid documents, specifications and plans
- Assist with advertisement for bids
- Coordinate bidding process
- Conduct pre-bid meeting
- Assist with bid opening
- Prepare certified bid tabulation and recommendation for award

E. Construction Phase

- Perform a maximum of one (1) site visits per week or a maximum of eight (8) site visits during the project.
- Submit to Public Works Director critical observations on a weekly basis
- Prepare contractor pay estimates on a monthly basis
- Render interpretation of specifications and plans
- Review contractor submittals for conformance
- Prepare field and change orders as needed
- Coordinate and conduct final inspection
- Develop punch list
- Submit as-built plans
- Coordinate and conduct 11-month warranty inspection

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) **General.** The Engineer shall submit to the Town of Taos recommendations to regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the Town of Taos a signed receipt for all materials turned over by the Contractor.
- 2) **Eleven Month Inspection and Report.** The Engineer shall have 11 months after Substantial Completion of the project, schedule a meeting with the Town of Taos to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the Town of Taos with in seven calendar days. The Town of Taos through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the Town of Taos a signed receipt of all corrective action completed to the satisfaction of the Engineer and the Town of Taos.

G. Attached as Exhibit C and incorporated into this Agreement is the Amendment for Engineering Basic Services form.

5. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the Town of Taos, and shall be paid for by the Town of Taos as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are not limited to the following.

- 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
- 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.

- 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
- 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
- 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
- 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

Exhibit A	Compensation and Schedule
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

THE TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Francella Garcia, Town Clerk

Approved as to form:

Stephen C. Ross, Town of Taos Attorney

Date

Finance Department:

Marietta Fambro, Finance Director

Date

ENGINEER

Date

(print name and title)

EXHIBIT G – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE TOWN OF TAOS AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES



THE TOWN OF TAOS PURCHASING DIVISION

2013 Edition, Version 1.0, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of the Town of Taos shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate _____ () , unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the Town of Taos, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.
- B. The Town of Taos may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Town of Taos and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.

- B. Termination for Convenience of the Town of Taos. The Town of Taos may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The Town of Taos shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Governing Body of the Town of Taos and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Town of Taos to the Engineer. Such termination shall be without penalty to the Town of Taos, and the Town of Taos shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The Town of Taos is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Town of Taos. The Town's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the Town. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the Town of Taos' vehicles, or participate in any other benefits afforded to employees of the Town of Taos. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the Town of Taos and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the Town of Taos. Any attempted subcontracting or delegating without the Town of Taos' advance written approval shall be null and void and without any legal effect.

C. Personnel.

- 1) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
- 2) The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the Town of Taos and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Engineer 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 advance written approval of the Town of Taos. Any attempted assignment or transfer without the Town of Taos' advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Engineer releases Town of Taos, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer without prior approval from the Town.

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

The Town of Taos has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable, the Town of Taos shall own such copy right.

11. CONFLICT OF INTEREST

Engineer represents that it has no and shall not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Engineer specifically acknowledges and agrees that Town of Taos shall not be responsible for any changes to Section 1 (Scope of Work), Part A of the Agreement unless such changes are set forth in a duly executed written amendment to the Agreement.

13. ENTIRE AGREEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 (Exhibits List) in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.

- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to the Town of Taos as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow the Town of Taos or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”).
- B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to the Town of Taos as part of the procurement process, Engineer also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract;(ii) to allow the Town of Taos or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless the Town of Taos and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of Engineer’s performance or non-performance of its obligations under this Agreement, including but not limited to Engineer’s breach of any representation or warranty made herein.
- B. The Town of Taos shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which the Town of Taos is named, such approval not to be unreasonably withheld. Engineer agrees (i) that the Town of Taos shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Town of Taos and (ii) that such suit will not be settled without the Town of Taos consent, such consent not to be unreasonably withheld. If in the Town of Taos judgment, a conflict exists between the interests of the Town of Taos and Engineer such demand, suit, or cause of action, the Town of Taos may retain its own counsel, whose fees shall be paid by Engineer.
- C. Engineer’s obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

Any notice required to be given to either party by the Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Town: Town of Taos
 400 Camino de la Placita
 Taos, New Mexico 87571

To the Engineer: _____

22. ENGINEER’S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.
- C. This Agreement and Engineer’s obligations hereunder do not conflict with Engineer’s articles of incorporation or by-laws or any corporate resolution adopted by Engineer for filed with the NM Secretary of State.

23. LIMITATION OF LIABILITY

The Town of Taos liability to Engineer for any breach of this Agreement by the Town of Taos shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing) Part A, of the Agreement. In no event shall the Town of Taos be liable to Engineer for special or consequential damages, even if the Town of Taos was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party to the Agreement.

25. INSURANCE

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Town of Taos by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Town of Taos shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$5,000,000.00 per occurrence, \$5,000,000.00 in the aggregate.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the Town of Taos or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the Town.

30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement:
INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE,
CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF
MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE
OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.