

CITY OF RATON
REQUEST FOR PROPOSALS
No. 2021-1007



DESIGN/BUILD PROJECT DELIVERY SERVICES
for
GREENHOUSE DESIGN/ BUILD

SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 4:00 P.M., Wednesday November 3, 2021

LEGAL NOTICE

The City of Raton, New Mexico

**Request for Proposal (RFP) No. 2021-1007
Design/Build Project Delivery Services
for
Commercial Greenhouse Design/ Build**

The City of Raton (City) is requesting proposals from licensed, qualified Offeror's to provide Design Build Delivery Services based upon the scope of work outlined in this Request for Qualifications Based Proposals (RFP). All potential Offeror's are to read, understand and accept the requirements of this RFP. The City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. All proposals submitted shall be valid for ninety (90) days subject to action by the City.

A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals shall be received by 4:00 PM on November 3, 2021, at the following location:

Raton Municipal Building
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740

By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals. A Pre-Proposal Conference will not be held.

The RFP shall be available at <http://www.ratonnm.gov/>, or by contacting the City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at mantonucci@cityofraton.com.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE CITY OF RATON

1) INTRODUCTION

A. PURPOSE OF THE REQUEST FOR PROPOSALS

The City of Raton (City) is requesting proposals for Design-Build project delivery services for the Raton Commercial Greenhouse Development Project based upon the Scope of Work described below. All potential Offerors are to read, understand and accept the requirements of this Request for Qualification Based Proposal. It is the City's intent to select the most qualified Design-Build Delivery Team using a two phase evaluation process for recommended selection for the desired services.

B. BACKGROUND

The City of Raton requested proposals for commercial/ business occupancy of a new build-to-suit facility to be constructed by the City of Raton to support economic development purposes in March 2021. Following submission and evaluation of proposals received, the City of Raton entered into a Project Participation Agreement to develop steel frame commercial greenhouses for the production of fruit, vegetables, and greens in a manner that is environmentally sustainable and allows for year-round crop production for establishment of an emerging agricultural and food products and services enterprise.

The project shall be constructed by the selected Offerors at a designated City-owned site located in Raton, New Mexico. The Maximum Allowable Construction Cost (MACC) for this project (all phases) is \$700,000 including NMGRT.

C. SCOPE OF WORK

Utilizing a Design-Build project delivery method, the City is authorized to plan, design, and construct the new Commercial Greenhouse facility.

The project consists of the design and construction of a new Commercial Greenhouse facility that is suitable for production of fruit, vegetables, and greens in a manner that is environmentally sustainable and allows for year-round crop production at the Raton, New Mexico location. Project design scope includes all utility and infrastructure requirements including but not limited to electrical, water, wastewater, gas, telecommunications, permitting, environmental, and fire protection/suppression. Specialty elements and considerations for the project shall include but are not limited to the following:

- Professional design services including architectural, civil, structural, geotechnical, electrical and mechanical engineering;
- Functional design and type of greenhouse, foundation, floor and structural requirements;
- Materials, methods of construction and corrosion control;
- Site selection and layout;

- Interior layout, orientation, headhouse, growing systems, benches, material flow, curtain systems, glazing, insect screening;
- Water distribution systems;
- Use of solar or geothermal potential for energy efficiency and extended production conditions;
- Ventilation, humidity and temperature control;
- Permitting;
- Employee safety and health;

D. ROLES AND RESPONSIBILITIES

The Design Build Team must be composed of experienced and highly regarded professionals who have demonstrated their ability to produce superior facilities in a cost-effective basis.

The Design Build Team as submitted must include, at minimum:

- General Contractor
- Design Professional Team
- Structure and Equipment Suppliers

The responsibilities of the Design Build Team will include providing the experience and ability necessary to perform the required services to meet project objectives and providing and constructing facilities, works and equipment, and furnishing the required services through all phases of the Project. Qualifications include appropriate certifications for each trade or team responsibility, including state licensure required for design, manufacture and construction or assembly related to the project.

E. PROCUREMENT MANAGER

The City of Raton Procurement Manager is responsible for the conduct of this procurement. All deliveries via express carrier should be addressed as followed:

Michael Anne Antonucci
 Raton City Clerk/Chief Procurement Officer
 224 Savage Avenue
 Post Office Box 910
 Raton, New Mexico 87740
 Email: mantonucci@cityofraton.com

Any inquiries or requests regarding this procurement should only be submitted to the Chief Procurement Officer in writing. Offeror's may contact only the Procurement Manager regarding this procurement.

F. COMPOSITION OF SELECTION COMMITTEE

The Raton City Manager shall appoint a selection committee that has knowledge and experience regarding public works and infrastructure planning, project administration,

construction management and other project specific implementation qualifications. The selection committee shall consist of four members from City of Raton staff, consultants or community partners that can meet qualifications, possess an understanding of project objectives and demonstrate objectivity in the selection process.

G. FORM OF AGREEMENT

Contractual terms for this project shall be defined by EJCDC 2016 D-520 – Standard Form of Agreement Between Owner and Design-Builder.

H. SCHEDULE OF SERVICES

The schedule goal of the project is to have the entire project (all phases) complete by June 30, 2022, and the City intends to work with the selected Offeror and develop a project/construction schedule in phases.

I. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout the Request for Proposal (RFP), including appropriate abbreviations.

“Architect” means a member of the Design Build Team who is a New Mexico licensed architect and is responsible for architectural services and design.

“Construction Contractor” means a member of the Design Build Team who is a New Mexico licensed general contractor and is responsible for the construction services and who will sign the Contract.

“Contract” or “Agreement” means a written agreement between the City (the Owner) and a firm for the work covered by this RFP.

“Design Build Project Delivery System” means a procurement process by which the City contracts with one firm who has the responsibility for the design, construction and delivery of a project under a single contract with the City.

“Design Build Team” or “firm” as the terms are used herein, are synonymous with one another and, within the broad definition mean any offeror, who may be a person, a legal entity, a consortium of experts, a joint venture, a team of persons who, through partnership, general of limited or other legal entity, corporation, association, other organizations, or any combination thereof, formally organized so that it may submit a qualified offer in response to a request for proposal and, as a result, who may be considered for a contract award for a design build project delivery systems with a Using Agency/Owner. No distinction is made between formally organized design build firms and a project-specific design build firm.

“Engineer” means a member of the Design Build Team who is a New Mexico licensed engineer and is responsible for engineering services and design.

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

“MACC” means the maximum allowable construction cost which may include the estimated construction cost, the cost of design, utility connection fees, site development costs, built in equipment and furnishings, and a maximum contingency allowance of ten percent (10%).

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing design build services for this project.

“Owner” as defined in the Agreement between the Owner and the Design Builder shall be Santa Fe City.

“Project” for the purposes of this solicitation means the Water Reclamation.

“Project Team” means all members of the Design Build team including all consultants who will be responsible for the completion of the Project.

“Proposal” is the Offerors phased response to this RFP.

“Request for Qualifications Based Proposals” or “RFP” means all documents including those attached or incorporated by reference, used for soliciting proposals for this Project.

“Responsible Offeror” or “Responsive Proposal” means an Offeror who submits a responsive proposal or who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal of this RFP.

“Responsive Offeror” or “Responsible Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Selection Committee. Material respects of a request for proposals included but are not limited to: quality, quantity or delivery requirements.

“Selection” means a formal written notice by the Chair of the Selection Committee that a firm has been selected to enter into a contract for services.

“Technical Irregularities” are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without

prejudice to other Offeror's; that is, where there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Selection Committee may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the City.

"Using Agency" means The City of Raton and its' departments offices and authorized staff.

2) PROPOSAL DEADLINE

Proposals pursuant to RFP No. 2021-1007 must be submitted on or before November 3, 2021 at 4:00 pm MST. Proposals received after the date and time set fourth will be marked as "Late Submission" and will be returned unsealed to the respondent. No form of amendment will be accepted by the City of Raton after that time.

3) EVALUATION PROCESS

Overview: This procurement shall be under the Design and Build Project Delivery System per New Mexico Stat § 13-1-119.1 (2018), and will result in a single award. The Request for Proposal (RFP) documents consist of all the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference. The City of Raton reserves the right to reject any or all proposals. The City of Raton (City) will utilize a two-phase request for proposal procedure for awarding the Contract as follows:

- A. During Phase One, the Selection Committee will evaluate each Offeror's experience, technical competence and capability to perform, the past performance of the Offeror's team and members of the team, and other appropriate factors submitted by the team or firm in response to the RFP. Qualifications of Offerors will be evaluated as described this RFP, and up to three (3) firms will be short-listed in accordance with technical and qualification-based criteria described.
- B. Phase One Questions/Clarifications – Prior to submittal deadline, prospective Offerors may contact the City of Raton with questions about the scope of the project, the RFP schedule or to obtain additional information.

Request for information regarding procurement and proposal submission process shall be directed to the Raton City Clerk/Chief Procurement Officer:

Mrs. Michael Anne Antonucci
Telephone (575) 445 9551
Email: mantonucci@cityofraton.com

Request for information regarding technical requirements and scope of work shall be directed to the Raton City Manager:

Mr. Scott Berry, P.E.
Telephone (575) 445 9551
Email: sberry@cityofraton.com

A Phase One pre-proposal conference is not planned. If an RFP amendment is deemed necessary, it will be issued a minimum of four (4) working days prior to the submission deadline.

- C. Submission of a response to Phase One RFP is required to be invited to participate in Phase Two of this solicitation.
- D. Written proposals responding to the Request for Proposals RFP No. 2021-1007 should be mailed or hand delivered to:

Hand Delivered:

**City of Raton
Michael Anne Antonucci
City of Raton Procurement Officer
224 Savage Avenue
Raton, New Mexico 87740**

Mailed:

**City of Raton
Michael Anne Antonucci
City of Raton Procurement Officer
Post Office Box 910
Raton, New Mexico 87740**

- E. Submission of Phase One Proposal – Offerors shall submit proposals in sealed envelopes or package. Clearly label each package with the RFP number, your name, address and date of submittal.
 - i. Receipt of Proposals: Proposals shall be received by the City of Raton Procurement Officer and shall be time-stamped as received. Proposals shall be held in a secure location and sealed by the Procurement Officer until deadline date and time. Proposals received after the deadline will be deemed non-responsive, and will be returned unopened to the Offeror.
 - ii. Confidentiality of Proposals: Proposals will not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of the contract. An Offeror may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal.
 - iii. Non-Conforming Proposals: Proposals will be reviewed, for completeness, format and compliance with the requirements of the RFP. If any proposal is deemed non-

responsive by the Selection Committee, the Offeror will be notified in writing of such determination.

- iv. Phase One Proposal/Shortlisting –The Selection Committee will review each proposal. Points will be allocated per Section 5.B.i of this RFP by each committee member. Member’s point totals will be translated to a numeric ranking. The Selection Committee member rankings will be totaled to determine the overall ranking of the firms. The Committee shall determine the rankings without the possibility of a tie. The City reserves the option to interview Phase One respondents if necessary. Discussions may be conducted with Offerors that submit proposals determined to be reasonably qualified of being selected for award, but proposals may be accepted without such discussions. Up to three (3) firms will be short-listed.
 - v. Notice of Short List – A notice will be sent out identifying the firms that have been selected for the short list and qualify for Phase Two.
- F. During Phase Two, the City will invite short-listed Offerors to submit their project approach including detailed specific technical concepts or solutions, costs and scheduling. Short-listed Offerors shall have the opportunity to submit questions of clarification or obtain additional detailed information regarding the scope of work required. Short-listed Offeror’s proposals will be reviewed and evaluated by the Selection Committee using the criteria described in Section 5.B.iv. Review assistance may be used in the assessment of design, construction, and any other component of the proposals, as is deemed necessary by the City. Upon completion of the evaluation process, the selection will be made and the Contract awarded to the highest ranked Offeror.
- G. Submission of Phase Two Proposal – Offerors shall submit two-part, two-volume written proposals. Each volume shall be submitted in a separate sealed envelope or package. Clearly label each volume with the RFP number, your name, address and date of submittal and prominently identify each as: Volume I: Technical and Business Proposal and Volume II: Project Cost Proposal. The process shall be conducted in a manner similar to the Phase One submittal and consideration by the Raton Procurement Officer and Selection Committee with a due date and time to be established following Phase One consideration.
- H. Interviews – Overall rankings from the proposal evaluation and interview shall determine the firm to be awarded the project. Short-listed Offeror’s shall have the opportunity to make a presentation to the Selection Committee and participate in a detailed interview process. Notice to finalists will include the interview date, time, and location. The purpose of the interview is to allow the Offeror to present its qualifications, past performance, management plan, schedule, and general plan for construction of the project. It will also provide an opportunity for the Selection

Committee to seek clarification of the Offeror's proposal. A site visit shall be available to the Offeror. Short listed Offerors are required to attend the interview in person, unless this requirement is waived by the City of Raton.

- I. Upon completion of the evaluation process, the Selection Committee shall forward its recommendation for award to the highest ranked Offeror to the Raton City Commission. The Raton City Commission shall consider action for award for the Design-Build Project Delivery Services Contract during its public meeting. Award shall be made contingent upon approval and issuance of a Notice of Obligation from the New Mexico Department of Finance/ Local Government Division. The Raton Procurement Officer will notify the selected Offeror in writing of the intent to award. Proposals are open for public inspection after the award and conclusion of successful contract negotiations.
- J. Contract Negotiations – City and the successful Offeror will begin contract negotiations as soon as possible after the Notice of Intent to Award. City will treat proposals as best and final offers for the purpose of this RFP. Negotiations with the Finalist will be conducted for the purpose of clarifying any terms and conditions affecting the Offeror's proposal. If City is unable to negotiate a satisfactory contract with the selected team negotiations with that team will be formally terminated. The City may then undertake negotiations with the next alternate team in sequence until an agreement is reached or a determination is made to reject all proposals.
- K. Notice to Proceed- Upon approval by the DFA Local Government Division, the contract will be finalized and a "Notice to Proceed" will be issued.
- L. Construction Phase Through Substantial and Final Completion – Certificate of Occupancy issued by permitting agency and constructed facility ready for User Agency to occupy.

4) PROPOSAL REQUIREMENTS

A. PROPOSAL CONTENT

- a. Include Attachment 1, Letter of Transmittal and Attachment 2, Campaign Contribution Disclosure Form.
- b. Offerors shall submit one (1) original, and four (4) copies of their proposal in a sealed envelope, identifying their response to RFP No. 2021-1007, to the Procurement Manager at the location specified on page 8 on or before the closing date and time for receipt of proposals.

B. PROPOSAL EVALUATION AND SELECTION

i. PHASE ONE EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals for Phase One.

<u>FACTOR</u>	<u>POINTS POSSIBLE</u>
1. Specialized Experience, Design and Technical Competence of the Offeror Team	30 pts
2. Offeror Capabilities and Capacity, including professional services, qualifications to perform the work, including any specialized services within the time limitations.	30 pts
3. Past Performance of the team on projects of a similar nature relative to budget, schedule, quality of work and compliance with applicable regulation.	30 pts
4. Management plan; management and administration of the team and team resources	10 pts
5. Resident Business or Resident Veteran Business Preference	Statutory Values
TOTAL POINTS POSSIBLE	100 pts

ii. PHASE ONE EVALUATION FACTORS

Offeror's are encouraged to fully address each category indicated above completely, grading shall be assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal. A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories.

1. Specialized Experience – provide information regarding Offeror's specific experience with similar projects that demonstrate competence to successfully undertake and complete the project while understanding and meeting project objectives.
2. Capabilities and Capacity – provide information regarding Offeror's ability to provide sufficient resources to the project, professional and technical proficiency, meet schedule requirements, provide project administration elements and control of cost factors.

3. Past Performance – submit past performance data for design team construction team and structure elements on as many as five (5) projects that demonstrate design past performances, similar in scope, size and complexity to that described in the RFP. Include points of contact and contact information.
4. Management Plan - describe processes to minimize risk and to ensure that cost, schedule and quality status issues are clearly communicated throughout the team and the City’s team. Discuss firm’s approach to project cost estimating and incorporation of Life Cycle Cost Analysis into design process. Offerors communication protocol and support software.

iii. PHASE TWO EVALUATION CRITERIA

(Note: this guidance is tentative; the actual Phase II Proposal Requirements will be issued with Phase II of the solicitation)

Up to three (3) Offerors will advance to Phase Two. Phase Two will be evaluated on the Offeror’s technical proposal and price proposals. Offerors are required to submit separate technical and price proposals. The successful proposal will be the one that provides the best overall value to the City of Raton and is determined to be most advantageous to the City; provided, however, that the City may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification. Selection of an Offeror for negotiations will be based on an objective best overall value determination.

iv. PHASE TWO EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals for Phase One. Point values indicated are subject to revision prior to Phase Two submittal deadline by Addendum.

<u>FACTOR</u>	<u>POINTS POSSIBLE</u>
1. Score from Phase One - up to 100 Points plus Preference	100 pts
2. Quality of Proposed Design Solution.	50 pts
3. Quality of Construction Approach.	50 pts
4. Response to Program Requirements.	50 pts
5. Project Cost Proposed	100 pts
<hr/> TOTAL POINTS POSSIBLE	350 <hr/>

v. PHASE TWO EVALUATION FACTORS

A summary of the focus of each evaluation category is listed as follows:

1. Score from Phase One - points carried over; up to 100 plus preference points possible.
2. Quality of Proposed Design Solution - this factor evaluates the extent that the Offeror has demonstrated a clear understanding of the anticipated design and construction elements of the project. Offeror shall submit preliminary technical submittals that illustrate the design proposal of the proposed facilities. Submittals shall include conceptual floor plans, proposed elevations, site plans or other information to convey the design intent.
3. Quality of Construction Approach - Offeror shall describe the quality of products (building material, etc.) that have been included as part of the proposal. Information shall be presented to indicate compliance with quality requirements and performance criteria. It will also include any building system improvements, and describe sustainable design features incorporated into the project. Key Project Manual specifications, product sheets and specific information shall be attached.
4. Response to Program Requirements - describe proposed facility features that address programmatic requirements including, but not limited to, interior layout, orientation, headhouse, growing systems, benches, material flow, curtain systems, glazing, insect screening, water distribution systems, use of solar or geothermal potential for energy efficiency and extended production conditions, ventilation, humidity and temperature control, permitting, employee safety and health;
5. Project Cost Proposed – Project Cost Proposal form is submitted under separate envelope. Information to include proposed project cost for base structure and each additive alternate. Includes detailed scope, schedule of values as well as proposed value alternates with costs. Details Life Cycle Cost Analysis derived best value to the City.

vi. PHASE II DOCUMENTS

Offeror's selected for the Phase II short-list will be notified of their selection and of the mandatory Phase II offeror's submittals. The Phase II documents will be distributed to each Offeror and will include but not be limited to the following:

Section 1: Brief description of the requirements of the Phase II submission, detailed program of requirements with specific scope of work required for the project.

Section 2: The cost proposal form, which will require Construction Contractor's signature and the general requirements including NMGRT as a separate line item, New Mexico wage decision and reporting requirements, identification of general insurance requirements, liability and professional liability (Errors and Omissions) insurance requirements, as well as any special insurance information; performance and payment bonding requirements.

Section 3: General Conditions and Standard Form of Agreement Between Owner and Design-Builder

5) TERMS & CONDITIONS

1. Incurring Cost

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

2. Amended Proposals

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

3. Offeror's Rights to Withdraw Proposal

Offeror 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 signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer.

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The City of Raton will not disclose or make public any pages of a proposal on which the 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 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-8 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, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. Investigations

The City may make additional investigations as necessary to determine the ability of the Offeror to meet project requirements and to demonstrate that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

7. No Obligation

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

8. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Raton.

9. Sufficient Appropriation

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

10. Legal Review

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

11. Governing Law

This procurement and any agreement with Offerors that may result shall be pursuant to the State of New Mexico Procurement Code, or other applicable statute or ordinance.

12. Basis for Proposal

Only information supplied by the City of Raton in writing through this RFP should be used as the basis for the preparation of Offeror proposals.

13. Contract Terms and Conditions

The City of Raton reserves the right to negotiate with a successful Offeror (or Offerors) provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

14. Offeror's Terms and Conditions

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

15. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed on between the City of Raton and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

16. Right to Waive Minor Irregularities

The City of Raton Chief Procurement Officer reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirements provided that all otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

17. Bribes, Gratuities & Kickbacks

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

18. Conflict of Interest

The Design Build Team shall warrant that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of service under the award and the Contract.

19. Protest

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City of Raton's Chief Procurement Officer and the City Manager in accordance with the requirements of the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

20. Agency Rights

The City of Raton reserves the right to accept all or a portion of an Offeror's proposal.

21. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become property of the City of Raton.

22. Letter of Transmittal

Offer's proposal must be accompanied by the Letter of Transmittal Form Attachment No. 1, which must be completed and signed by an individual person authorized to enter into the contract. The Letter of transmittal should be completed as follows:

- a. Identify the submitting business entity or individual.
- b. Identify the name, title, telephone, and e-mail address of the person with authority to contractually enter into the Contract.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the Contract on behalf of the organization or individual (if different than (b) above).
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e. Identify sub-consultants (if any) anticipated to be utilized in the performance of any resultant Contract award. If there is none, enter "Not Applicable".
- f. Be signed by the person identified in paragraph b above.

23. Campaign Contribution Form

Offerors shall complete Attachment No. 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

24. Responsibility of Offeror

At all times, it shall be the responsibility of the Offeror to ensure its proposal is delivered to the City of Raton by the proposal due date and time. Proposals arriving late will not be considered.

25. Disclosure Regarding Responsibility:

Any prospective Offeror and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had 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) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

The Offeror shall provide immediate written notice to the Chief Procurement Officer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this

document the Contractor must provide immediate written notice to the Procurement Officer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Raton, the Chief Procurement Officer or City Manager may terminate the involved contract for cause. Still further, the Chief Procurement Officer or City Manager may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer or City Manager.

26. Resident Business or Resident Veteran Business Preference:

To be awarded additional Resident Business or Resident Veteran Business preference points, Offerors must include a copy of their Certificate issued by *New Mexico Taxation & Revenue*. Any business wishing to receive the preference must provide proper documentation. Proposers may not be awarded both the Resident Business Preference and the Resident Veteran Business Preference. In the case an Offeror has both certifications the greater of the two will be used.

Statutory values:

10 points – Valid Resident Veteran Business Certificate Received

5 points – Valid Resident Business Certificate Received

0 points – no valid certificate received

For more information, see <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>

END OF REQUEST FOR PROPOSALS

Letter of Transmittal Form

Offeror Name: _____ **RFP #:** _____

Federal Tax Id# _____

Items #1 to #6 EACH MUST BE COMPLETED IN FULL. Failure to respond to all six items may result in the disqualification of the proposal!

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

2: For the person authorized by the organization to contractually obligate the organization:

Name _____

Title _____

E-Mail Address _____ Phone: _____

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

Name _____

Title _____

E-Mail Address _____ Phone: _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____ Phone: _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

Sub-contractors maybe used in the performance of this contract (list them):

Subcontractor list may be attached in lieu of a list on this document. If applicable, please describe any relationship with any other entity with which will be used in the performance of this contract.

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

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP. I acknowledge receipt of any and all amendments to this RFP.

I represent that the information provided in the RFP documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all information, data, certifications, disclosures and attachments included in the RFP documents

I acknowledge that omission of any material fact concerning requested or submitted information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal.

I agree that the information and data provided in connection with the RFP documents, as well as any other relevant information obtained from any other sources regarding the firm, may be reviewed to determine whether it qualifies as a responsible contractor pursuant to 1.4.1.75 NMAC and whether its offer represents the best value to the using agency.

Date: _____, 20_____
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

ATTACHMENT NO. 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date _____

Title (position) _____

OR

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

Signature _____

Date _____

Title (Position) _____