

NOTICE OF REQUEST FOR PROPOSALS

Competitive sealed proposals for professional services will be received by the Contracting Agency, Guadalupe County, New Mexico, for RFP No. 2014-005.

The Contracting Agency is requesting proposals for professional services for a Preliminary Engineering Report (PER) for The Town of Vaughn Water System Improvement.

Proposals will be received at the Guadalupe County Administration Office, Suite 104, Guadalupe County Historic Courthouse, 130 South 4th Street, Santa Rosa, New Mexico 88435, until June 16, 2014, at 3:00 p.m.

Project Description and Scope of Work for sealed proposals may be obtained in person at the office of the County Manager at 130 South 4th Street, Santa Rosa, NM, or will be mailed upon written or telephone request made to Monica Abeyta or Michael Chavez at (575) 472-3306.

A mandatory Pre-Proposal Conference will be held for this procurement on June 12, 2014 at 10:00 am at Vaughn City Hall, 322 8th Street, Vaughn, NM.

George Dodge, County Manager

PUBLISH IN THE COMMUNICATOR ON THURSDAY, JUNE 5, 2014 and June 12, 2014.

REQUEST FOR PROPOSALS

Guadalupe County is requesting proposals for a Preliminary Engineering Report (PER) for the Town of Vaughn Water System Improvement. The project will include approximately 28 miles of water line and the preparation of applications for funding opportunities.

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit professional engineering firms (hereinafter called "Consultants") for detailed proposals to perform the PER for the Town of Vaughn Water System Improvement, which will include approximately 28 miles of water line and the preparation of applications for funding opportunities.

Guadalupe County and Town of Vaughn will review the Proposals and will make a decision based upon an evaluation of the following criteria: recent related project experience, understanding of the project, and schedule for completion. A presentation by the Consultants to the Selection Committee may be required prior to a final recommendation.

Background

The Town of Vaughn consists of 500 residents and is approximately 2 miles long. The Water storage is located approximately 28 miles from Vaughn in Negra, NM. The Town of Vaughn sells water to the communities of Encino, NM and Duran, NM, which are located in Torrance County.

Guadalupe County is the fiscal agent for the Town of Vaughn for the Water System Improvement project. The Town of Vaughn has experienced multiple water line and well breakage with the old and dilapidated water system, leaving the residents in Vaughn with no water. Submittals of grant application and documentation are also required.

B. Issuing Office

This RFP is issued by Guadalupe County for the Town of Vaughn Water System Improvement Project. **This solicitation is subject to the availability of funds to accomplish the work.**

C. Scope of Services

The project will consist of replacing 28 miles of water line from the main water source in Negra, NM, west of Vaughn on State Highway 54, 285, 60; extension of waterlines; and repair/replacement water wells.

- The Proposers shall provide their approach to developing the PER. It is anticipated that the PER will represent an approximate 25% complete design. Proposers shall provide a general listing/description of the anticipated contents of the PER, including, but not limited to, design criteria, water quality evaluations, process flow schematics / P&IDs, design concept alternatives, cost estimates, permit requirements, and geotechnical studies.

- Assist and provide any necessary documentation for grant application process
- Cost estimate of construction
- Attend progress, commission, and council meetings with Guadalupe County and Town of Vaughn.

D. Agreement

The Consultant selected to provide the above-referenced services will be expected to enter into a contract with Guadalupe County.

E. Insurance

The Consultant shall maintain a minimum of \$1,000,000 in Professional Liability Coverage.

F. Rejection of Proposals

Guadalupe County reserves the right to reject any and all of the responses received as a result of this RFP. Guadalupe County does not intend to award a contract solely on the basis of responses to this RFP or otherwise pay for the information solicited or obtained in response to this RFP. **This solicitation is subject to the availability of funds to accomplish the work.**

G. Incurred Cost

Guadalupe County will not be liable for any cost incurred by the Consultant for any work performed through and including the execution of a contract for professional services, prior to the execution of a contract.

H. Addenda to the RFP

In the event that it becomes necessary to revise any part of this RFP, a copy of all addenda will be posted on Guadalupe County website. It is the responsibility of the Consultant to check the Website for addenda. The final date for posting addenda to the Website will be five (5) working days prior to the due date of the proposal.

I. Completeness of the Submitted Proposal

1. The proposal shall address all items completely and thoroughly, in an 8½" x 11" format, and shall be signed by an officer of the firm authorized to bind the Consultant to its provisions.
2. The contents and commitments in the proposal shall remain firm for one hundred twenty (120) calendar days from the submittal due date.

J. Consultant Responsibilities

The Consultant shall be capable of providing all professional services as described under the Scope of Services and shall maintain those capabilities until notification that their proposal was unsuccessful. Exclusion of any service for the project may serve as cause for rejection.

K. Acceptance of RFP Content

The proposals presented will be evaluated by Guadalupe County and Town of Vaughn. The proposals will be scored on the basis of the following, recent experience with this type of [engineering work](#), Consultant's understanding of the project, and the proposed time frame for completion of the design project. A presentation by the Consultant to the Selection Committee may be required as a part of the evaluation.

L. Compensation

The fee shall be based upon hourly labor and overhead cost plus a fixed fee with a **not to exceed total amount for the contract** with the selected Consultant.

M. Schedule Dates

The following is an anticipated schedule for the RFP process. Guadalupe County reserves the right to modify any part of this schedule:

1. Advertise Request for Proposal: June 5, 2014
2. Mandatory Pre-Proposal Meeting: June 12, 2014 at 10:00 am, Vaughn City Hall, Vaughn, NM
3. Proposal Due: June 16, 2014 – 3:00 pm MDT
4. Presentation (if Required):
5. Consultant Selected: July 17, 2014 at Regular Commission Meeting

N. Responses

To be considered, six (6) copies of the sealed proposal must be submitted to Guadalupe County, until 3:00 p.m. Thursday, June 16, 2014, and should be addressed as follows: The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof and submitted to:

George Dodge, County Manager
Guadalupe County
130 South 4th Street
Santa Rosa, NM 88435

Consultants mailing their proposals shall allow normal mail delivery time to assure timely receipt.

O. Consultant Evaluation

Proposals should be complete but **concise**. Consultants will be evaluated on the following information See (EXHIBIT A)

P. Additional Information

The submission of additional pertinent information beyond the requirements of this RFP is acceptable. This would include the identification of any work not covered in the Scope of Services presented in Section C; together with a description of any additional work that you believe is important or necessary to meet the project's objectives.

Q. Conflict of Interest

The Consultant shall prepare and submit a statement that no conflict of interest issues exist at the submission of this proposal. In addition, non-conflict of interest statements must also be provided for any sub-consultant.

R. CAMPAIGN CONTRIBUTIONS

Pursuant to Section 13-1-112, NMSA 1978, offerors shall submit with their proposal, the required campaign contribution disclosure form. (Exhibit B)

The Request for Proposal must include each of the following evaluation criteria* as required by statute (13-1-120.B NMSA 1978). Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed (Note: Price cannot be a factor)

PLANNING & DESIGN SERVICES

1. Specialized Design and Technical Competence*

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. Capacity and Capability*

Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations.

3. Past Record of Performance*

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.

4. Familiarity with the Contracting Agency*

Proximity to or familiarity with the area in which the project is located

5. Work to be done in New Mexico*

The amount of design work that will be produced by a New Mexico business within this state.

6. Current Volume of Work with the Contracting Agency not 75% complete*

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Firm should indicate the volume of work they currently have underway with the Contracting Agency that is less than 75 percent complete. The purpose of this criteria is to help distribute projects among qualified firms. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

7. Other Contracting Agency Criteria

Availability to attend regular Board meetings.

8. In-State/Veterans Preference

New Mexico Resident business or resident Veteran Business must provide a valid resident business certificate issued by NM Taxation and Revenue Department in order to be eligible. EXHIBIT C

Resident Business		5%
Resident Veteran Business	<\$1 mil	10%
Resident Veteran Business	>\$1 mil - <\$5 mil	8%
Resident Veteran Business	>\$5 mil -	7%

EVALUATION CRITERIA

Rating Sheet for : _____

Application _____

CRITERIA AND POINT VALUES

ITEM	POSSIBLE POINTS	SCORE
1. Specialized Design and Technical Competence*	30	
2. Capacity and Capability*	25	
3. Past Record of Performance*	20	
4. Familiarity with the Contracting Agency	10	
5. Current volume of work with the Contracting Agency	5	
6. The amount of design work to be done in New Mexico*	5	
7. Other: Availability to attend regular board meetings	5	
8. Other: In-State or Veterans Preference: See Exhibit C		
TOTAL PLANNING & DESIGN SERVICES	100	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

This form applies to prospective contractors with the state or a local public body pursuant to the requirements of §13-1-112 NMSA 1978. A prospective contractor subject to this procurement shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official (member of the governing body) of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds \$250 over the two year period.

Public Officials (members of the governing body) *[to be filled in by Grantee]*

Alvin V. Maestas, Sr.	Ernest S. Tapia	Vincent R. Cordova	
County Commissioner	County Commissioner	County Commissioner	

Campaign Contributions *[to be filled in by prospective contractor]*

Public Official	Date of Contribution	Amount of Contribution	Purpose of Contribution

Or *[check]* No contribution has been made to any public official listed above.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing or value to an applicable public official or the applicable

public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

A solicitation or proposed award for a proposed contract may be canceled pursuant to 28§13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to 28§13-1-181 NMSA 1978 if:

A. A prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

B. A prospective contractor or family member or 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.

As to definitions, see General Terms and Conditions, (Section R) of this Request for Proposals.

I affirm or swear that the information provided on this form is true and correct to the best of my knowledge.

_____ Date: _____
Printed Name Signature of Prospective Contractor

Title: _____ Firm: _____

RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE

Points will be awarded based on Respondents ability to provide a copy of a current Resident Business Certificate or Resident Veterans Business Certificate.

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

Resident Business Preference

New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident business.

These points are added to the total points received for the Evaluation Criteria.

Respondent must attach a copy of preference certificate if applicable.

Veterans' Preference Certification

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

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

Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$5M are to receive 7% preference on their proposals.

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

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not

cumulative with that preference. However, Resident Veteran Businesses can still receive the resident business Preference once the Resident Veteran Business Preference cap is exceeded

Respondent must attach a copy of your Veterans' Preference Certificate and Certification, if applicable.

It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered by and between Guadalupe County (COUNTY) at 130 South 4th Street, Santa Rosa, NM 88435. And _____ (ENGINEER), a New Mexico Corporation at _____.

RECITALS

THE PARTIES enter this Agreement on the basis of the following recitals:

A. The COUNTY is requesting proposals for a Preliminary Engineering Report (PER) for the Town of Vaughn Water System Improvement. The project will include approximately 28 miles of water line and the preparation of applications for funding opportunities. The RFP was issued by Guadalupe County for the Town of Vaughn Water System Improvement Project. **This solicitation is subject to the availability of funds to accomplish the work.**

B. ENGINEER must have experience in water projects and willing to provide such services to COUNTY pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

1. Term. This Agreement shall begin on the date it is signed by both parties.
2. Scope of Work. Professional services to be provided pursuant to this Agreement ("Scope of Work") include:

The purpose of this Request for Proposal (RFP) is to solicit professional engineering firms (hereinafter called "Consultants") for detailed proposals to perform the PER for the Town of Vaughn Water System Improvement, which will include approximately 28 miles of water line and the preparation of applications for funding opportunities.

Guadalupe County and Town of Vaughn will review the Proposals and will make a decision based upon an evaluation of the following criteria: recent related project experience, understanding of the project, and schedule for completion. A presentation by the Consultants to the Selection Committee may be required prior to a final recommendation.

3. Compensation and Payment.

(a) *Compensation*. COUNTY will pay ENGINEER a fixed fee of \$_____. As the fees do not include taxes, COUNTY will provide ENGINEER with the appropriate non-taxable transaction certificate(s). A W-9

must also be provided and Federal Tax Number _____ and *CRS Number*. _____.

(b) *Invoices*. Upon submission of the survey reports and checklists ENGINEER shall submit a signed invoice to COUNTY. Payment shall be made to ENGINEER within 30 days of receipt of invoice.

4. Termination.

(a) *Events of Termination*. This Agreement may be terminated as follows: by COUNTY for cause upon ENGINEER's failure to materially comply with the terms of this Agreement. COUNTY will give ENGINEER written notice specifying ENGINEER'S failure to comply.

(b) *Costs of Termination*. Upon termination of this Agreement, COUNTY shall pay ENGINEER all amounts due for services completed before the effective date of such termination.

5. Disputes. COUNTY and ENGINEER will attempt to informally resolve any disputes that may relate to this Agreement.

6. Indemnification. ENGINEER shall indemnify, defend, and hold harmless COUNTY, its officers and employees, from and against any and all loss, cost, liability, or expense (including attorneys' fees) for injury (bodily or otherwise) or damage to any person or organization directly or indirectly caused by any negligent action or omission of ENGINEER, ITS AGENTS AND ASSIGNS pursuant to this Agreement.

7. Confidentiality. COUNTY shall maintain the confidentiality of all information provided by ENGINEER, derived from such information, or otherwise learned or developed by ENGINEER pursuant to this Agreement.

8. Excusable Delay. ENGINEER shall be excused from performance under this Agreement for any period such performance is prevented in whole or in part as a result of an act of God, war, civil disturbance, epidemic, court order, or other cause beyond their reasonable control. Such nonperformance shall not be a ground for termination of this Agreement but shall not by itself extend the term of this Agreement.

9. Notices. Notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number) shall be in writing and deemed fully given and received:

(i) when hand-delivered to the receiving party's street address shown below;

(ii) when sent by facsimile transmission or email to the receiving party's facsimile number shown below;

(iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address shown below; or

(iv) five (5) days after deposit in the U.S. mail, postage prepaid, addressed to the receiving party at the mailing address shown below.

COUNTY: George Dodge, Jr., County Manager
130 South 4th Street
Santa Rosa, NM 888435

COMPANY _____

10. Amendment and Waiver. This Agreement shall not be altered, changed, or amended other than by a written instrument executed by the parties.

11. Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, and regulations now or hereafter in effect. This Agreement shall be governed by the laws of the State of New Mexico, without giving effect to its choice of law provisions. All legal proceedings arising under this Agreement shall be brought in Santa Rosa, NM before the Fourth Judicial District Court of the State of New Mexico.

12. Survival. Terms of this Agreement that provide for rights, duties, or obligations that expressly or logically extend beyond its expiration or termination, including ENGINEER's indemnity obligations, shall survive such expiration or termination.

13. Severability. If any terms of this Agreement, or their application to any person or circumstance, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

14. Incorporation and Merger. Each of the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated by this reference. This Agreement incorporates all agreements, covenants, promises and understandings between the parties concerning the subject matter hereof, and all prior or contemporaneous agreements and understandings are merged into this Agreement. This Agreement may be executed in multiple originals, each of which shall be deemed an original.

15. Effective Date. This Agreement shall not become effective unless and until signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

GUADALUPE COUNTY

By: _____ Date: _____
George Dodge, Jr. County Manager

PROCUREMENT OFFICER

By: _____ Date: _____
Rose Fernandez, Finance Director

GUADALUPE COUNTY COUNSEL

By: _____ Date: _____
Jesus L. Lopez, Attorney

ENGINEER

By: _____ Date: _____
_____, President
_____ Inc.