Exhibit 3-C

REQUEST FOR PROPOSALS
FOR
DESIGN PROFESSIONAL SERVICES

RFP No. 2016-05

Packet No. 1

Project Name	Engineering Services San Lorenzo & La Luz Drive
Contracting Agency	City of Belen
Address	100 South Main Street
	Belen, NM 87002
Telephone	(505) 966-2738
Date	12/21/2016
Procurement Manager	Roseann Peralta

This form was prepared by the Local Government Division, Department of Finance and Administration, and is endorsed by the Professional Technical Advisory Board [composed of the Consulting Engineers Council of New Mexico, New Mexico Society of Professional Engineers, the American Institute of Architects of New Mexico, the New Mexico Society of Surveyors and Mappers, and the New Mexico Society of Landscape Architects].

NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for design professional services will be received by the Contracting Agency, City of Belen

for RFP No. 2016-05.

The Contracting Agency is requesting proposals for professional

- ☐ architectural services [1]
- ☐ surveying services [2]
- ☐ planning services
- ☑ engineering services [1]
- ☐ landscape architectural services [2]

For: (insert Project Name and Location):

Street Improvements for San Lorenzo and La Luz Drives located west of Belen MainStreet.

Project No. 1. Proposals will be received at Belen City Hall

100 S. Main Street, Belen NM 87006

until January 18, 2017 at , 2 p.m.

Copies of the Request for Proposals can be obtained in person at the office of: Roseann Peralta at

100 South Main Street, Belen NM 87002

or will be mailed upon written or telephone request to Roseann Peralta at (505) 966-2738

A Pre-Proposal Conference ☐ will ☑ will not be held on _____

20 ___ at Time <a.m. or p.m.>

PURCHASING AGENT:

Roseann Peralta

Date: 10/21/2016

[For Contracting Agency Use Only]

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

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

[1] RFP required if over $50,000 in basic design fees excluding taxes or as prescribed by local regulation.

[2] RFP required if over $10,000 in basic design fees excluding taxes or as prescribed by local regulation.

1. **PROJECT DESCRIPTION** (as defined by Exhibit "1-A")

The City of Belen, NM, located in Valencia County, will plan, design, and construct street improvements on the 200 block of San Lorenzo Drive (Latitude 34.651515, -106.780141 Longitude to Latitude 34.651405, -106.782735 Longitude) from approximately 201 San Lorenzo Drive to 215 San Lorenzo Drive (to include 107 San Lorenzo Dr. and 713 Desi Loop) servicing 20 households. The project will also consist of street improvements on the 800 block of La Luz Drive (Latitude 34.651857, -106.780173 Longitude to Latitude 34.652494, -106.782766 Longitude) from approximately 806 La Luz Drive to 829 La Luz Drive, servicing 23 households. The full scope of work will be completed within the locations as indicated above and consists of approximately 6700 SY of asphalt pavement removal and replacement; installation of 1580 SY of new sidewalk with 8 associated ADA ramps and

2. **SCOPE OF WORK**

The Offeror shall perform the following professional services:

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

Architects/Landscape Architects

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

Engineers

- ☒ Study and Report Phase
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Phase
- ☐ Operational Phase

Surveyors

- ☐ Property Boundary Survey
- ☐ Topographic Survey
- ☐ Easement Survey
- ☒ Right-of-Way Survey
- ☐] Inspection Report

Planning Studies

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

Additional Services

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

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

2.3 Other (list):

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: Addenda.

1.2 **Consultant**: means the Successful Offeror awarded the Agreement/Contract.

1.3 **Determination**: means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).

1.4 **Offeror**: means any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.

1.5 **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

1.6 **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 NMSA 1978).

1.7 **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§13-1-83 NMSA 1978).

1.8 **Responsive Offer or Proposal**: means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

1.9 The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.

1.10 The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 COPIES OF REQUEST FOR PROPOSALS

A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).

B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2 INTERPRETATIONS

A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

2.3 ADDENDA

A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered

to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.

B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

3. **PROPOSAL SUBMITTAL PROCEDURES**

3.1 NUMBER, FORM AND STYLE OF PROPOSALS

A. Offerors shall provide copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

B. All proposals must be typewritten on standard
8 1/2" x 11" paper and bound on the left-hand margin;

C. A maximum of 10 pages, including title, index, etc., not including front and back covers and divider pages.

D. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1) Letter of Transmittal, if any;
2) Response to Specialized Design and Technical Competence;
3) Response to Capacity and Capability;
4) Response to Past Record of Performance;
5) Response to Familiarity with the Contracting Agency;
6) Response to Work to be done in New Mexico [cannot to be used for federally funded projects];
7) Response to Current Volume of Work with the Contracting Agency not 75% Complete;
8) List of Subconsultants;
9) Campaign Contribution Disclosure form; and
10) Other supporting or resource material.

E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

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

3.2 SUBCONSULTANTS

A. The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted Work.

B. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.3 PREQUALIFICATION PROCESS

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

3.4 DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-77 through §13-1-180, and § 13-4-11 through §13-4-17 NMSA 1978,

as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5 SUBMITTAL OF PROPOSALS

A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.

B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project N$^{o.}$, Request for Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

C. Proposals received after the date and time for receipt of Proposals will be returned unopened.

D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent.

F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals.

B. Laws and Regulations. The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8 REJECTION OR CANCELLATION OF PROPOSALS

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

4. CONSIDERATION OF PROPOSALS

4.1 RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

4.2 PROPOSAL EVALUATION

A. Proposals shall be evaluated on the basis of

demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

1) Acceptable,
2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§131-132 NMSA 1978).

C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/ Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).

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

1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may: a) rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or b) recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

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

A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

C. The designee shall then undertake negotiations with the third most qualified business.

D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

E. The Contracting Agency shall publicly announce the business selected for award.

4.4 NOTICE OF AWARD

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

5. **POST-PROPOSAL INFORMATION**

5.1 PROTESTS

A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement

Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

C. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

D. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

1) state the reasons for the action taken; and

2) inform the protestant of the right to judicial review of the determination pursuant to §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

5.2 EXECUTION AND APPROVAL OF AGREEMENT

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

5.3 NOTICE TO PROCEED

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

5.4 OFFEROR'S QUALIFICATION STATEMENT

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

6. **CAMPAIGN CONTRIBUTION DISCLOSURE AND PROHIBITION** (§13-1-112 NMSA 1978)

6.1 A prospective contractor subject to the provisions of §13-1-191.1 NMSA 1978 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 (governing body) of the Grantee 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 two hundred fifty dollars ($250) over the two-year period. See Exhibit A – Campaign Contribution Disclosure Form.

6.2 The form shall be filed with the Grantee as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the contractor signs the contract.

6.3 A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official <u>or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made</u>.

6.4 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.

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

6.6 As used in this section:

A. *Applicable public officia*l 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;

B. *Family member* means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law;

C. *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;

D. *Prospective contractor* means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code, §13-1-28 NMSA 1978, or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or small purchase contract; and

E. *Representative of the 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.

7. **OTHER INSTRUCTIONS TO OFFERORS**
(If none, write none)

GENERAL TERMS AND CONDITIONS

1. **GOVERNING LAW**

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

2. **INDEPENDENT CONTRACTORS**

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

3. **BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to §3-1-191 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

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

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

5. **FEES**

A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected. Construction Observation will be calculated on a Payroll Cost times a multiplier[3]. Additional Services will be calculated on a Payroll Cost times a multiplier[3]. [Note: [3] or as appropriate or agreed upon]

6. **FUNDING**

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

7. **DESIGN PROFESSIONAL REGISTRATION**

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

8. **PROFESSIONAL LIABILITY INSURANCE**

The Offeror ☒ will ☐ will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be ☐ $250,000, ☐ $500,000, ☒ $1,000,000.

Note to Owner regarding Evaluation Criteria

The Request for Proposal must include each of the following evaluation criteria* as required by statute (13-1-120.B NMSA 1978). Each proposal submitted must address the required evaluation criteria. Based on the complexity of the project, the owner may add additional items of concern. The Owner must include a weight factor with each of the evaluation criteria to communicate to the Offerors the relative importance of each.

EVALUATION CRITERIA:

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 to perform the work, including any specialized services, within the time frame

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. Note that this criteria is not allowed for federally funded projects.

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	10
$1 to $ 25,000	8
25,001 to 50,000	7
50,001 to 75,000	5
75,001 to 100,000	4
100,001 or more	0

7. **Other Contracting Agency Criteria**

   The Owner may add additional elements of interest, such as ability to conduct public meetings, and assign points according to importance. Note: Price **cannot** be a factor.

The evaluation criteria listed on pages 11 and 12 may be modified to fit the Owner's needs. Insert N/A if not applicable or not used in this evaluation.

EVALUATION CRITERIA

Criteria and Point Values

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]

RATING SHEET FOR:

Applicant _____

	Possible Points	Points this RFP
PLANNING & DESIGN SERVICES		
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. **Work to be Done in New Mexico*** ☒ This criteria is not allowed for federally funded projects.	[0]	0
6. **Current Volume of Work with the Contracting Agency not 75% Complete** *	[10]	_____
7. **Other**		_____
SUBTOTAL PLANNING & DESIGN SERVICES	[95]	_____

**Items required by statue (13-1-120.B NMSA 1978)*

RATING SHEET FOR:

Applicant _____

	Possible Points	Points this RFP
CONSTRUCTION SERVICES		
1. Specialized construction management experience.	[20]	_____
2. Specialized experience with start up assistance to the Owner of new facilities.	[15]	_____
3. Capacity and capability of the consultant to perform the work within the Owner's timeframe.	[15]	_____
4. History of past performance on the three similar projects itemized in PLANNING & DESIGN SERVICES in Item Number 1, including the record of bid amount versus final close out contract amount.	[10]	_____
5. History of claims on three similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction management philosophy.	[10]	_____
6. Other		_____
7. Other		_____
SUBTOTAL CONSTRUCTION SERVICES	[70]	_____
TOTAL SCORE	[170]	_____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or 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.

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

The following definitions apply:

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

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement 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.

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) _____

(The above fields are unlimited in size)

_____ _____
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)