

County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



RFP No.17-013
For Engineer/Architecture on Call Services
Proposal Deadline: Tuesday, October 25, 2016, at
2:00 P.M.
Procurement Agent: Ginger Herndon

NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that a Request for Proposal(s) will be received at the Office of the Otero County Purchasing 1101, New York Ave, Room 118, Alamogordo, New Mexico, 88310, prior to the appointed hour for the opening listed below, at which time the bids will be recorded as received.

Copies of the Request for Proposals can be obtained in person at the Office of the Purchasing Agent at 1101 New York Ave., Room 118, Alamogordo, NM 88310 or will be mailed upon written or telephone request to Otero County Purchasing (575) 434-0710 or on our web site at:
<http://co.otero.nm.us/Purchasing/purchase.htm>

RFP # 17-013 ENGINEER/ARCHITECTURE SERVICES

OPENED TUESDAY, OCTOBER 25, 2016 @ 2:00 PM local time

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.
PROPOSALS MAY NOT BE SUBMITTED BY FACSIMILE.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Otero, in accordance with Section 13-1-154.1, NMSA (2013) desires to establish multiple source on-call price agreements for professional Architect and Engineering Services. All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. It is the intent of the County to issue a multiple award in order to establish a pool of qualified firms for future projects. Each of the qualified firms will enter into a Master Agreement with the County that will allow "Task Orders for Professional Services" to be negotiated on a per project basis.

B. SUMMARY SCOPE OF WORK

Engineering/Architect Services may consist of, but are not limited to, technical services, engineering and related project services to complete the design and construction of various projects from design analysis reports up to and including construction bid award and construction phase activities. The consultant will provide the following types of professional services including but not limited to planning, design, surveying, right-of-way mapping, drainage design, geotechnical engineering, traffic engineering, construction management and any other services needed to complete the project. Specific duties may include, but are not limited to, technical support, surveying, drafting construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. Inspection services will consist of providing construction inspectors for utility, roadway, bridge, or other Public Works type construction. The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

C. CHIEF PROCUREMENT OFFICER

The County of Otero has designated a County Purchasing Agent who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the County Purchasing Agent in writing. Offerors may contact ONLY the County Purchasing Agent regarding the procurement.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Otero, in accordance with Section 13-1-154.1, NMSA (2013) desires to establish multiple source on-call price agreements for professional Architect/ Engineering Services. All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. It is the intent of the County to issue a multiple award in order to establish a pool of qualified firms for future projects. Each of the qualified firms will enter into a Master Agreement with the County that will allow "Task Orders for Professional Services" to be negotiated on a per project basis.

B. SUMMARY SCOPE OF WORK

Engineering/Architect Services may consist of, but are not limited to, technical services, engineering and related project services to complete the design and construction of various Public Works projects from design analysis reports up to and including construction bid award and construction phase activities. The consultant will provide the following types of professional services including but not limited to planning, design, surveying, right-of-way mapping, drainage design, geotechnical engineering, roadway design, traffic engineering, construction management and any other engineering services needed to complete the project. Specific duties may include, but are not limited to, technical support, environmental services, cultural resource studies, construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. This category may be utilized for design studies, construction plans, and drainage reports. Inspection services will consist of providing construction inspectors for roadway, bridge, buildings

Specific project types may include drainage, roadways, bridges, parking lots, and other miscellaneous Public Works Projects. Engineer will need to be qualified in all aspects of these aforementioned projects. The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

C. CHIEF PROCUREMENT OFFICER

The County of Otero has designated a County Purchasing Agent who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the County Purchasing Agent in writing. Offerors may contact ONLY the County Purchasing Agent regarding the procurement.

D. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

"Chief Procurement Officer" (also "CPO") means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Otero, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor (as opposed to a "mandatory" item or factor).

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor (as opposed to a "desirable" item or factor). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Otero that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Otero Purchasing Office or the Otero County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer for the County of Otero.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished 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 called for in this proposal.

"Responsive Offer" or "Responsive 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 and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the Offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement.",

"The [NAME HERE] Company concurs with this requirement." and The [NAME HERE] Company agrees to participate as required."

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule: **ACTION**

	RESPONSIBILITY	DATE
1. Issue RFP	Chief Procurement Officer (CPO)	October 3, 2016
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	October 14, 2016
3. Deadline to Submit Questions	PO	October 18, 2016
4. Response to Written Questions/ RFP Amendments	CPO	October 21, 2016
6. Submission of Proposal	Offerors	October 25, 2016
7. Proposal Evaluation	Evaluation Committee (EC)	July 3, 2015
8. Notification of Finalists (If desired)	EC	To Be Determined
9. Best & Final Offer (If requested)	Offerors	To Be Determined
10. Oral Presentations (If requested)	Offerors	To Be Determined
11. Contract Negotiations (If needed)	Tentative winner/County	To Be Determined
12. Contract Award*	Purchasing Agent/BCC*	November 10, 2016
13. Protest Deadline	Offerors	November 28, 2016

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Otero County Chief Procurement Officer on behalf of Otero County Public Works Department.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Ginger Herndon, Chief Procurement Officer, by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Site Visit and Pre-Proposal Conference – Not Applicable

4. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the County Purchasing Agent (See Section I, Paragraph C.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Otero County Purchasing Office web site (<http://www.co.otero.nm.us/>), via the Purchasing Department. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE COUNTY PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MSDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the County Purchasing Agent at the delivery address listed in Section I, Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Otero County Architect/Engineering Services" RFP and should reference "RFP #17-013." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the County Purchasing Agent may at his/her option may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; please note proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will authorize the award of contracts on the date indicated in Section II.A (Sequence of Events), above.

This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

13. Multiple Award

The County reserves the right to issue multiple awards based on the estimated budgetary values shown below. The firms with the highest overall ranking from the shortlist after interviews, if applicable, will be recommended for award.

The selected firms will be submitted to the County Commission for approval of award for the applicable categories of work. The County will then enter into single Master Professional Architect/ Engineering Services Agreement.

14. Task Order Negotiations

The County shall negotiate with selected firms on a per project basis. Negotiations shall be based upon man-hour estimates and progress schedule submitted as part of the negotiation process. Professional Services has been negotiated or the County may choose to terminate negotiations.

15. Approval of Task Order for Professional Services

All Task Orders for Professional Services shall require the written authorization of the Chief Procurement Officer and the County Manager. Task Orders for Professional Services can be issued up to four (4) years from the date of the Master Agreement.

16. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Otero County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award and will end at 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer:

Otero County Purchasing
Attn. Ginger Herndon, Purchasing Agent
1101 New York Ave.
Alamogordo, New Mexico 88310

NOTE: Protests received after the deadline will not be accepted.

17. Term:

The term of any resultant price agreement shall be for one (1) year. The County reserves the right to extend awarded price agreements, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of an awarded price agreement, including any extensions thereto, exceed four (4) years. **This procurement may result in a multiple source award.**

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Otero County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility
Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. 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 the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer 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 remaining portions 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-I to 57-3A-7 NMSA 1978. The price of

products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Otero County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. 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 contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix C. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

16. Offeror's Terms and Conditions

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C, that Offeror must include propose specific alternative language with the RFP submittal. Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject

the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

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

22. County Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Otero.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original four (4) identical copies of their proposal to include a cost sheet in separate sealed envelope with you Proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures

C. PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2 inch x 11 inch, with fold-out sheets allowed up to 11 inch x 17 inch in size. All fold-out sheets, up to a maximum of 11 inch x 17 inch sheets, will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum number of pages per Category as shown below (printed sheet faces) of text and/or graphic material for project proposals. Text shall be of font size no smaller than 10 point using font type Times New Roman or equivalent. Any questions regarding format requirements shall be directed to the Procurement Manager prior to submittal of documents. The proposal shall clearly identify each Category within the proposal that the Offeror is applying for.

A maximum of 12 pages apply to Evaluation Criteria 3 through 8.

Material excluded from the maximum number count of pages shall include and shall be limited to:

1. Front cover (blank on back side)
2. Letter Transmittal Form
3. Insurance
4. Capacity & Agreement to Perform
6. Resident Business Preference Certificate
7. Resident Veteran Preference Certificate
8. Resident Veteran Preference Certification Form
9. Campaign Contribution Disclosure Form
10. Table of Contents (one page maximum)
11. Divider pages (blank except for title information)
12. Back cover (blank on one side)

NOTE: Any sheets or pages included in the proposal response, but not specifically excluded, as noted above, shall be counted towards the maximum shown above.

D. PROPOSAL ORGANIZATION

All pages must be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and must be numbered as such. Proposals shall be organized in such a manner that mandatory and technical submittal requirements are clearly identified. Tabs delineating the various submittal requirements may be helpful.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

*Offerors may attach other material that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and will be counted towards the maximum allowance shown above.

IV. SPECIFICATIONS

A. DETAILED PROJECT DESCRIPTION

1. The purpose and intent of this Request for Proposals is to establish multiple awards for on-call, as needed, professional Architect/Engineering Services. It is the intent of the County to issue multiple awards for each category of services identified within this RFP in order to establish a pool of qualified firms for future projects.

Architecture/ Engineering Services

The Contractor shall provide the following types of professional services including but not limited to planning, design, drainage design, traffic engineering, construction management and any other engineering services needed to complete the project. Specific duties may include, but are not limited to, technical support, construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. This category may be utilized for design studies, construction plans, drainage reports, and County ordinance revisions.

Inspection services will consist of providing construction inspectors for utility, roadway, bridge, or other Public Works type construction. The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

B. SCHEDULE

Note, a schedule of proposed design activities with milestones will be required for each Task Order for Professional Services, but is not required for the proposal submittal.

C. BASIC SERVICES COMPENSATION

Basic services compensation and fee schedules for the firms who are selected to provide the proposed professional services shall be negotiated with the Otero County.

D. RESIDENT BUSINESS PREFERENCE

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

E. RESIDENT VETERAN BUSINESS PREFERENCE

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

V. SUBMITTAL REQUIREMENTS/EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
Specialized Design & Technical competence of business	30
Amount of work done in New Mexico by a New Mexico a New Mexico business within the state	10
Past record of performance	20
Capacity and Capability	25
Volume of Work previously done	5
Familiarity with Otero County	10
	Pass/Fail
Letter Of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Cost	
TOTAL	100 points
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	

Table 1: Evaluation Point Summary

*Pass/Fail only.

B. EVALUATION PROCESS

1. Initial Review: All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.
2. Clarifications: The County Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. Other Information Sources: The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Resident Preferences: 13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference (see Sections IV.D, IV.E and Appendix F).
5. Scoring and Contract Award Recommendation: Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

C. SELECTION PROCESS

On the basis of the evaluation criteria established in this RFP, the Selection Advisory Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Advisory Committee for clarification, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

D. MANDATORY REQUIREMENTS

Each mandatory requirement in sections V.E.1 & V.E.2, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

E. EVALUATION CRITERIA

A maximum total of 100 points are possible. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Proposals should reflect the firm's abilities to provide design and engineering services, accomplish civil engineering work to include transportation, roadways, water and sanitary sewer projects, drainage infrastructure, hydrology/hydraulic modeling, traffic analysis and signalization and surveying services. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used for the purposes of ranking by the Selection Advisory Committee for the proposal and the corresponding point values for each criteria are as follows: Points will be awarded based on the evaluation factors found in V.E.3 through V.E.8, shown below:

1. Letter of Transmittal 0 Points – Pass/Fail Only

Proposals must be accompanied by a Submittal Letter Transmittal Form (including Appendix D) signed and dated by an individual authorized to contractually bind the firm. The letter shall contain the following information:

- A. Identifies the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
- B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations;
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. By signing the form, the Offeror is explicitly indicating the following:
 1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 2. A commitment to comply and act in accordance with the following Federal Executive Orders relating to the enforcement of civil rights; New Mexico State Statutes and County of Otero Ordinances regarding enforcement of civil rights; Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
 3. A commitment to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
 4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

2. Standards Compliance 0 POINTS – PASS/FAIL ONLY

Note, a statement of concurrence is required for the following:

- a. Must be a State of New Mexico licensed and board certified Architect/ Engineer.
- b. Must have a minimum of five (5) years of experience.
- c. Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified within this RFP.
- d. Insurance. Offeror must agree to provide proof of insurance as follows:
 - Comprehensive General Liability - \$2,000,000 per occurrence, \$2,000,000 General Aggregate
 - Errors and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$2,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

e. Campaign Contribution Disclosure Form - In accordance with §13-1-191.1, NMSA pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body, Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Otero are BCC Chair Susan Flores; BCC Vice-Chair Ronny Rardin; Commissioners Janet White and; Assessor Steve Boyle; Clerk Denise Guerra; Probate Judge Latanya Boyce; Sheriff Bennie House and Treasurer Cathe Prather.) NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

f. Resident Veteran Preference Certification (See Appendix F if applicable)

3. Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required: 30 POINTS

Key personnel qualifications and experience – Describe the qualifications and experience of the key personnel that may be assigned to potential future work such that those qualifications demonstrate prior experience on work of a similar nature. Include the qualifications and experience of the NM Registered Professional Engineer, or licensed professional for non-engineering work, who will be in direct responsible care of the work. Include names of all Sub-contractors expected to be used on potential future projects. Prior experience with Otero County, the Otero County Public Works Division and/or New Mexico Department of Transportation projects shall be noted for each of the individuals or sub-contractors. List applicable experience of the firm. Include the date the firm was established doing business under its current name.

4. 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: 25 POINTS

Technical Approach – Provide a description of the Offeror’s approach to accomplish potential future projects. This description should be in such detail as necessary to demonstrate the firm’s capabilities. An analysis demonstrating the Offeror’s effort to create cost savings, cost deferrals, and/or lower life cycle costs for future projects is encouraged.

Current Workload – Include a personnel loading capacity chart depicting the capacity of the firm vs. calendar months for 12 months for the firm’s projects currently under contract that exceed an average monthly billing of \$5,000.

Provide the amount of design work that will be produced by a New Mexico business within the state. Provide the proximity to or familiarity with the area in which the project is located.

5. Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules: 20 POINTS

Past Performance – Discuss past performance by the firm on Otero County projects or related work for other agencies/clients of a similar nature. Emphasis on the quality of work, constructability, ability to keep and meet schedules, ability to stay within budget and percent of change orders is desirable.

References – Provide references and/or recommendations by other governmental agencies or clients on work of a directly related nature.

6. Familiarity with Otero County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located:10 POINTS

Describe your firm's proximity to and/or familiarity with Otero County. Describe any important location and or site issues that could impact Otero County projects; positively or negatively. Describe how your firm typically involves user groups, senior management, community members, etc. in project planning, design and construction.

7. Amount of Work to be done in New Mexico by a New Mexico business within this state: 10 POINTS

Describe the amount of work that will be produced within New Mexico by New Mexico owned and operated businesses.

8. Volume of Work previously done: 5 POINTS

Volume of work being done for Otero county which is not seventy-five percent (75%) complete with respect to basic professional design services. The objective is to effect an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

As of the due date of this Request For proposals, state the volume of work previously done for Otero County which is not 75% complete with respect to basic professional design services. Points will be determined as follows:

Points will be allotted for this criteria as follows:

\$ 0 to \$ 35,000 1 point deducted

\$ 35,000 to \$ 50,000 2 points deducted

\$ 50,000 to \$100,000 3 points deducted

\$100,000 to \$150,000 4 points deducted

\$150,000 and over 5 points deducted

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

ENGINEERING/ARCHITECT ON-CALL CONTRACT ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than October, 14, 2016. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Ginger Herndon, Purchasing Agent
RFP 17-013
Otero County
1101 New York Ave
Alamogordo, New Mexico
Fax: 575-443-2914
E-mail: gherndon@co.otero.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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.

“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) _____

(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)

APPENDIX C

SAMPLE CONTRACT

RFP NO: #

CONTRACT NO:

OTERO COUNTY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___ by and between Otero County hereinafter referred to as "County" and, _____ hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following professional services to the County:

Provide services in strict accordance to, hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of, or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER _____, 0 per diem at the rate of \$ 0, per 0 for 0, plus mileage at the rate of \$ 0 per mile for \$ 0 miles, plus \$ 0 per copy \$ 0 of other expenses such compensation per diem, mileage, and other expenses not to exceed \$ 0 in total payable in 0 by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, **THE COUNTY SHALL PAY APPLICABLE TAXES.**

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated Auditor. The County shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin _____, and renewable on an annual basis and terminated on _____ unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Assignment: The contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

11. Scope of Agreement: This Agreement incorporates all the Agreements, covenants, and understandings between the parties thereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs. Receiving a bribe by a public officer or public employee (Section 30-24-2 NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense or offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16 through 10-16-18) and that the act is

applicable to this agreement and the conduct for the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or⁴ commerce, or any other fraudulent act punishable under New Mexico or United States.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

CONTRACTOR:

By: _____
Chairman Susan Flores

By: _____
Signature

Date: _____

Print or Type Name

Attorney: _____
Lisa Jenkins

Date: _____

Mailing Address:

ATTEST:

Denise Guerra, Clerk

DATE: _____

TELEPHONE: () _____

FAX-()/ _____

FEDERAL ID# _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL 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 on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

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

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2016
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

 (Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX G

FEES

BASIC SERVICES FEES

The method of charging for expenses, i.e., equipment, supplies, long distance, per diem, mileage, vehicles, and other such items commonly called expenses in the engineering and architectural profession.

The method of charging, if any, for staff, crew, subcontractors, secretarial, bookkeeping, or other services. The method of charging for out-of-town County business. Identification of the person or persons within the firm who will be primarily responsible for County services.

PLEASE HAVE YOUR COST SHEETS IN A SEPARATE SEALED ENVELOPE WITH IT THE PROPOSAL PACKET.