

REQUEST FOR PROPOSALS

FOR

RFP 21-PW-022

**Idalia Road Culvert Crossing Design
NMDOT Project Control Number: A300202**

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Tuesday, May 18, 2021

TABLE OF CONTENTS

Section 1 – Introduction2
Section 2 – Conditions Governing Procurement.....3
Section 3 - Proposal Format and Organization Requirements 9
Section 4 – Submission Requirements and Evaluation of Proposals ... 10
Section 5 – Scoring Overview.....12
Exhibit A – Scope of Work and Specifications.....13
Appendix A – Required Information Form.....16
Appendix B – Standard Form Agreement.....18
Appendix C – Acknowledgement Form23
Appendix D – Reference Response Form24

1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

1.2. Overview. This Request for Proposal (RFP) is issued by the City of Rio Rancho (City) to solicit competitive sealed proposals for the award of a contract to a Consultant to provide design services for the Idalia Road Culvert Crossing at the Arroyo de la Barranca and roadside ditch stabilization along both sides of Idalia Road in accordance with all New Mexico Department of Transportation (NMDOT), Federal Highway Administration (FHWA) and City requirements.

This project is partially or wholly funded by FHWA funds, and the NMDOT therefore the City of Rio Rancho and the awarded Consultant must comply with all Federal and State requirements. The City of Rio Rancho encourages Disadvantaged Business Enterprises (DBEs), small/minority businesses, women's business enterprises, and labor surplus area firms to participate in this solicitation. All qualified bidders shall receive consideration for employment without regard to race, color, religion, sex or national origin.

The following requirements shall apply to both federal and state-funded contracts: In connection with this RFP and the Contract, Offerors and the Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference. Offerors and the Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to their race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference. Such action shall include but not be limited to the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Anthony Serna-Sanchez, Purchasing Specialist
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 896-8769
aserna-sanchez@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Sunday, April 25, 2021	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Saturday, May 08, 2021	5:00 PM
Response to Written Questions	City of Rio Rancho	Tuesday, May 11, 2021	5:00 PM
Submission of Proposals	Offerors	Tuesday, May 18, 2021	10:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference will not be held for this solicitation.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix C) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: <https://rrnm.gov/169/IFBRFP-Postings>. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Anthony Serna-Sanchez, Purchasing Specialist
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
RFP 21-PW-022
Idalia Road Culvert Crossing Design**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rnm.gov>.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8. Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9. Award without Discussions. An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.

2.2.10. Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of

Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.

2.2.11. Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

2.2.12. Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13. Finalize Contract. The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

2.3.1.a Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2.3.1.b Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments.
Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the

project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the

contract for which it is bidding or proposing, to the extent practicable, from that place of business; and

(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods

preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.

- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of five (5) pages. The Required Information Form, Table of Contents, the estimated man hour proposal and one 11" x 17" schedule and will not be included in the total page count, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into four clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, schedule, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Response to Evaluation Criteria (maximum five (5) pages).

3.2.2.c Section 3: Estimated Man Hour Proposal based on Scope of Work (Exhibit A).

3.2.2.d Section 4: Additional non-scored informational appendices, such as promotional documents and resumes.

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper, size 12 font, and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD or USB jump drive containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

- 3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

- 4.1. Overview.** This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

- 4.2 Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.

- 4.2.1 Required Information Form.** Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Estimated Man-hours for Scope of Work

The Offeror shall provide an estimate of Man hours only; no cost shall be submitted at this time, for the tasks described in the Scope of Work (Exhibit A). Man-hours are solicited for planning purposes only. The final fee will be negotiated if the City of Rio Rancho elects to use the services.

- 4.2.3 Proposed Project Schedule.** Offerors shall submit a detailed project schedule to complete the work as described in the Scope of Work- Exhibit A.

- 4.3 Evaluation Criteria.** Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Project Understanding

Provide information about the Offeror's understanding of the services to be provided in general. Points will be awarded based on the ability of each Offeror to

propose an approach that demonstrates a clear understanding of the scope of work as defined in this RFP. Maximum page limit for responses to this section is one (1) page.

4.3.2 Work Plan

Provide a well-defined work plan and detailed approach to providing the requested services. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan and approach related specifically to these services. Maximum page limit for responses to this section is two (2) pages.

4.3.3 Quality of Proposal

The consultant shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

4.3.4 Experience

Provide relevant and concise information regarding the experience of proposed project team – include concrete information demonstrating performance of the team members. Identify the experience/performance of key staff that will be assigned to this project. Points will be awarded based on the review committee's perception of quality and relevance of indicated experience, project team, key staff, and demonstrated performance. Points will be deducted from the Offeror's score if the committee feels the information provide is irrelevant to scope described in this RFP. Maximum page limit for responses to this section is one (1) page.

4.3.5 References

Provide only three non-City of Rio Rancho references of similar projects from other public agencies recently completed through construction. References shall be completed by a representative familiar with the project who is currently employed by the project owner. Offeror must provide a brief narrative describing relevant project information for each of the three references provided. No other references outside of those included in the narrative will be calculated in the final average reference score. Maximum page limit for responses to this section is one (1) page.

In addition, the attached reference response form (Appendix D) must be filled out in its entirety and the responses to the questions must be filled out by an employee or consultant of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and email a scanned copy to Anthony Serna- Sanchez at aserna-sancehz@rrnm.gov by 10:00 a.m. local time on Tuesday, May 18, 2021. Reference responses will not be included as part of the overall page count. However, reference narrative descriptions are considered scored content and will be included in the page count.

For each identified project, references will be asked to score the Offerors General Responsiveness, Overall Quality, Design Cost Control, and Construction Change

Orders.

The totals of all three responses will be averaged to result in a final reference score. Failure to submit any of the three required sealed references shall result in zero points for that reference in the average reference score. References must provide a score for all of the four reference category scoring items. The City will calculate zero points for any reference category left blank.

If an Offeror submits more than three references, the City will exclude the highest reference score when calculating the final average reference score.

Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Estimated Man Hours for Scope of Work (no cost associated)	Pass/Fail
4.2.3	Proposed Project Schedule	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Project Understanding	30
4.3.2	Work Plan	30
4.3.3	Quality of Proposal	20
4.3.4	Experience	20
4.3.5	References	20
	Total Points	120

Exhibit A
Scope of Work / Specifications for
RFP 21-PW-022
Idalia Road Culvert Crossing Design

GENERAL INFORMATION

All work accomplished under the contract shall be in accordance with the federal, state and City manuals, standards, guidelines, standard specifications, and standard procedures.

This project consists of final designing the replacement of the Idalia Road Culvert Crossing at the Arroyo de la Barranca and roadside ditch stabilization along both sides of Idalia Rd. The Consultant shall be responsible for all studies, surveys, analyses, coordination, engineering, and all other necessary documents to complete the final design, final right-of-way mapping (including summary platting at the completion of right-of-way acquisition), structure design, traffic control, final environmental documentation (including any requirements from State Historical Preservation Office - SHPO), final drainage report with hydraulic analysis, construction bid package, and all the necessary certifications and specifications. The Consultant shall designate a project manager to be the sole point of contact to the City's project manager. The Consultant project manager shall have experience managing similar size and scope of projects. Change in Consultant's project manager during the project will require written approval by the City's project manager before the proposed change is made. The consultant shall demonstrate a proven QC process for plan development.

The Consultant shall perform any and all services required to obligate this project under the New Mexico Department of Transportation's, *Tribal/Local Public Agency Handbook* current edition, requirements of the City's Cooperative Agreement with the NMDOT, which will be available online, and requirements of the Federal Highway Administration, as necessary.

DESIGN:

- **Task A1: Preliminary Engineering**
- **Task A2: Final Engineering**
- **Task A3: Right of Way**

The following shall be provided:

- Final design, technical specifications and PS&E packet (conforming to NMDOT requirements) to bid and construct the Idalia Road Culvert Crossing. The final design of the culvert shall take into account the future Idalia Road cross section.
- Final drainage report and hydraulic analysis including channel and outfall improvements
- Coordinate with Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) and implement any requirements as needed
- Coordinate with Army Corp of Engineers and obtain all necessary permits and implement any requirements as needed
- Subsurface utility survey and analysis for impacts and necessary coordination with the utility companies in order to clear the project and obtain utility certification per NMDOT requirements. Quantity of potholes shall be determined by the Consultant and shall be incidental to the Subsurface Utility Engineering (SUE). The consultant will be required to supply the one call NM811 tickets as part of the SUE.
- Hold Utility Coordination meetings with utility companies as needed in order to resolve potential utility conflicts, and finalize coordination. These meetings are incidental to obtaining the Utility Certification.

- Environmental documentation in accordance with National Environmental Policy Act (NEPA), including Initial Site Assessment (ISA), requirements from State Historic Preservation Office (SHPO), and public involvement plan.
- Contact and meetings with individual property owners shall occur as many times as necessary to keep lines of communication open. Consultant shall provide monthly project status updates regarding the property owner coordination which may include a stakeholder email to anyone who has requested to be kept informed.
- Ongoing coordination with City of Rio Rancho Development Services and Public Works Department for any upcoming developments and improvements along the corridor
- Right-of-way impacts based on the scope of work above including identifying necessary temporary work and construction permits, encroachments, access locations, and construction maintenance easements are required.
- Right-of-way mapping is to be performed per NMDOT requirements and approved by NMDOT. Summary platting per the City of Rio Rancho's Development Process Manual shall be required.
- Title reports, including one update, will be required. The consultant will be responsible for the cost of additional title report updates beyond the one, and appraisal services with exhibits shall be included. Any appraisal updates, and their costs, required because of expiry will be solely on the consultant.
- The Final Submittal after PS&E shall include, at minimum, the following to obtain a Letter of Obligation (Notice to Proceed) to Notify to Obligate Funds:
 - T/LPA PS&E Checklist, completed and signed by engineer on front page
 - Final Plans, stamped and signed by P.E. (Environmental commitments sheet must be signed at 90% submittal)
 - Final Engineer's Estimate, stamped and signed by P.E.
 - Final Contract Book, including project special provisions, stamped by P.E. (stamped and signed by P.E. once finalized and before project is let for bidding)
 - Completed certifications (Utility, ROW, ITS, Railroad, and Environmental)
 - Appropriate Work-Zone Checklist completed (Routine, Regionally Significant or Significant)
 - Geotechnical/Drainage Report
 - Maintenance Agreements completed (if applicable)
 - Project Identification Form (if applicable)
 - Final project specification
 - Bid Form
- Final Plan Set shall follow NMDOT and City of Rio Rancho standards and formats and include, but not limited to, the following:
 - General Notes
 - Typical Sections
 - Applicable Construction detail sheets
 - Quantity Summary, Surfacing Schedule, Misc. Quantity sheets
 - Roadway Plan and Profile
 - Pavement Marking and Permanent Signing
 - Restoration and seeding plans
 - Drainage Plans
 - Structure Plans and details
 - Construction Staging Plan and/or detour route (if applicable)
 - Cross sections
- Final contract documents shall follow NMDOT standards and formats and include, at a minimum, the following:
 - Use NMDOT Standard Specification for Highway and Bridge Construction, Current

Edition

DESIGN SCHEDULE:

- Submittal deadlines shall include:
 - 30% plans and engineer's estimate
 - 60% plans and engineer's estimate
 - 90% plans and engineer's estimate
 - PS&E set
- Submittals shall be at least 2 weeks prior to the review meeting. Submittals are to be done using Bluebeam and 5 hard copies for NMDOT review.
- Right of way related tasks cannot begin until after October 2021.

DELIVERABLES:

All deliverables shall be per the City's Development Process Manuals for Public Works, NMDOT, and FHWA requirements.

Submittals will be electronic copies in PDF format utilizing the Bluebeam Revu software.

One (1) hardcopy of each deliverable will be submitted to the City along with the PDF. Additional hardcopies will only be needed if a review agency other than the City requires them.

Vendor shall submit electronic versions of all deliverables. If the deliverables are more than one (1) page, a multi-page PDF shall be required.

Liquidated Damages:

Liquidated Damages will be assessed for delay in the amount of \$100 per day for each calendar day beyond the agreed upon schedule specified in the final contract.

Appendix A
REQUIRED INFORMATION FORM

RFP 21-PW-022
Idalia Road Culvert Crossing Design

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____

(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 21-PW-022, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Professional Service Contract XX-XX-XXX
Idalia Road Culvert Crossing Design

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Idalia Road Culvert Crossing Design, RFP 21-PW-022, on Sunday, April 25, 2021, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP on Tuesday, May 18, 2021; and incorporated herein by reference and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 21-PW-022, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit A, xxx and; and

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit A, attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit B. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees.

- (a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
 - (1) a professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made" basis, covering the Contractor's errors and omissions in performing its services hereunder; and
 - (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor's services hereunder, including those provided by independent

contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.

- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

9. LIQUIDATED DAMAGES

The City and Consultant agree time is of the essence and that, in the case of the Consultant's failure to complete the contract within the time specified and agreed upon as specified in Exhibit C, the City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of one hundred dollars (\$100.00) per calendar day for each day's delay in finishing the services in excess of the number of working days prescribed; and the consultant hereby agrees that said sum shall be deducted from amounts due the consultant under the contract or, if no amount is due the consultant, the consultant hereby agrees to pay to the owner as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

10. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

11. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

12. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any

person by the Contractor without the prior written approval of the City.

14. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents that it 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 its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder, including claims for payment with respect to work for items not properly specified in the Contractor's work product.

16. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

17. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

18. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Public Works Department - Engineering Section. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Craig Hardy, Project Engineer
3200 Civic Center Circle
Rio Rancho, New Mexico 87144
Telephone:
Fax:
Email:

For notice to the Contractor:

19. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

By: _____
Peter Wells, Acting City Manager

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 21-PW-022
Idalia Road Culvert Crossing Design**

**Appendix C
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Anthony Serna-Sanchez, Purchasing Specialist
 CITY OF RIO RANCHO
 DEPARTMENT OF FINANCIAL SERVICES
 3200 CIVIC CENTER CIRCLE
 RIO RANCHO, NM 87144
 Telephone: (505) 896-8769
 Fax: (505) 891-5762
aserna-sanchez@rrnm.gov



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 21-PW-022
Idalia Road Culvert Crossing Design**

**Appendix D
REFERENCE FORM**

The responses to the questions below must be filled out by an employee of the listed reference (not by the submitting Offeror). The City is requesting the Reference to complete this form, sign, and submit the completed form via email to aserna-sanchez@rmm.gov no later than Tuesday, May 18, 2021, at 10:00 a.m. local time. *Thank you for your time.*

RFP Offeror/Firm Name: _____

Project Name Completed by Offeror: _____

Name of Reference Contact: _____

Reference Project Owner: _____

Title: _____

Telephone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Reference Response:

Please rank your experience with the Offeror as follows; 5 being the most satisfied and 1 being the least satisfied. Should you have any questions regarding this form please contact Anthony Serna-Sanchez, CORR Purchasing Division, (505) 896-8769.

	Most Satisfied		to		Least Satisfied
1. General Responsiveness:	5	4	3	2	1
2. Overall Quality:	5	4	3	2	1
3. Design Cost Control:	5	4	3	2	1
4. Construction Change Orders:	5	4	3	2	1

Signature of Reference Completing Form

Date Signed