

**The City of Santa Fe, Purchasing Division
AND
Public Works Department**

REQUEST FOR PROPOSALS (RFP)

**On-Call General Engineering Services for Roadway, Trail,
Bridge, Drainage, Facility, Utility and Traffic Design**



**RFP#
24001**

RFP Release Date: February 8, 2024

Due Date: March 7, 2024

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional engineering services for the City of Santa Fe (“City”). This work will be performed citywide on an on-call basis.

B. BACKGROUND INFORMATION

In the past three (3) years, the City has obtained state and federal funds for the design and construction of several capital improvement projects prioritized in Santa Fe’s planning documents, including the Infrastructure Capital Improvements Plan (ICIP), the Santa Fe Metropolitan Transportation Plan (SFMTTP), and the Impact Fees Capital Improvements Plan (IFCIP). With the implementation of the Infrastructure Investment and Jobs Act (IIJA), or more commonly known as the Bipartisan Infrastructure Bill, the City is expecting more state and federal funds for the next seven (7) years. However, City Staff is quite limited, and the on-call contract will help the City reduce this shortcoming.

C. SCOPE OF PROCUREMENT

The Engineer firm shall provide General Engineering Services for roadway, trail, drainage, bridge, facility, utility and traffic design. Once a need is identified, the City will issue a written project assignment to the Engineer that will detail required services. Upon receiving the City's request for services, the Engineer shall provide the City with an estimate of man-hours required to do the work and each project will be negotiated on a project-by-project basis. The Engineer may also be required to do some of the work in phases.

The City intends on establishing a contract with a four (4) year term. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of execution on the initial contract.

The resulting contract may be a multiple award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

Public Works has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Romella Glorioso-Moss, PhD, CPM, Procurement Manager
Telephone: (505) 955-6623

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: rsglorioso-moss@santafenm.gov

Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**AASHTO**” means American Association of State Highway and Transportation Officials.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Bid Module**” means the Bid Module in Munis Vendor Self Service. This is the City of Santa Fe’s eProcurement system.
5. “**BPAC**” means Bicycling and Pedestrian Advisory Committee.
6. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
7. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services, or construction.

8. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services, or construction.
9. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
10. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
13. “**Contractor**” means any business having a contract with the City of Santa Fe.
14. “**Department**” means the Requesting Department sponsoring this Procurement.
15. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
16. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
17. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
18. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices.
19. “**EPA**” means Environmental Protection Agency.
20. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
21. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
22. “**FHWA**” means Federal Highway Administration.

23. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
24. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
25. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
26. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.
27. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
28. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
29. “**MUTCD**” means Manual on Uniform Traffic Control Devices.
30. “**NMED**” New Mexico Environmental Department.
31. “**NMDOT**” means New Mexico Department of Transportation.
32. “**NPDES**” means National Pollutant Discharge Elimination System.
33. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
34. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
35. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
36. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, Sections 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

37. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
38. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
39. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
40. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
41. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Bid Module prior to the submission deadline stated in this RFP.
42. “**SFMPO**” means Santa Fe Metropolitan Planning Organization.
43. “**SHPO**” means State Historic Preservation Office.
44. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
45. “**State (the State)**” means the State of New Mexico.
46. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable”)
47. “**TEA-21**” means Transportation Equity Act for the 21st Century.
48. “**T/LPA**” means Tribal/Local Public Agency.
49. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
50. “**USACE**” means United States Army Corps of Engineers.
51. “**USDOT**” means United States Department of Transportation.

52. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Other relevant links:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

https://www.santafenm.gov/bids_rfps

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	02/08/2024
2. Pre-Proposal Conference	Requesting Department	02/15/2024
3. Deadline to submit Written Questions	Potential Offerors	02/20/2024
4. Response to Written Questions	Procurement Manager	02/22/2024
5. Submission of Proposal	Potential Offerors	03/07/2024
6.* Proposal Evaluation	Evaluation Committee	03/08/2024 - 03/19/2024
7.* Selection of Finalists	Evaluation Committee	03/20/2024
8.* Best and Final Offers	Finalist Offerors	03/21/2024
9.* Oral Presentation(s)	Finalist Offerors	03/26/2024
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	04/02/2024
11.* Contract Award	Requesting Department/Finalist Offerors	05/08/2024
12.* Protest Deadline	Central Purchasing Office	+15 days

*Dates indicated in Events “Proposal Evaluation” through “Contract Award” are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Public Works Department on the date indicated in Section II.A, Sequence of Events.

2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDY5NmU2MjUtYmE3Yi00NGE3LTliNGUtOTY2ZjlkY2FkYzRh%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Meeting ID: 262 358 447 411

Passcode: UBUSvA

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided on the Bid Module, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to:

<https://cityofsantafenmvendors.munisservice.com/Vendors/VBids/SearchResults.aspx>

5. Submission of Proposal

Only electronic proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA UPLOAD NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE 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 submitted electronically through the link in Section III.B Proposals submitted by facsimile and email will not be accepted.

A log will be kept by the Bid Module of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of at least five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 General Information, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

8. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist offerors may also amend or clarify their proposal during oral presentations.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to

make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. 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 the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors should indicate their acceptance of the Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX A.

2. Overhead Rate Compliance and Contractual Eligibility for Engineering & Design Consultants

Since this on-call professional services contract may be used for state- and federal-funded projects, the City needs to follow NMDOT policies and regulations, in which they are required to provide reasonable assurance that architectural and engineering consulting firms are in compliance with the federal cost principles on Federal-Aid Highway Program (FAHP) funds. A procedure has been developed by the NMDOT Office of the Inspector General (see links below), which will determine, with reasonable assurance, engineering and design consultant compliance with applicable cost principles contained in the Federal Acquisition Regulations (48 CFR part 31), specified under the 23 USC Section 112(b)(2) and defined in 23 CFR Section 172.3. The procedure explains what is to be submitted, how it will be submitted, when it's required and additional resources for questions. Eligibility for City engineering & design contracts is dependent upon the consultant's compliance with this procedure.

Links to Engineering & Design Consultants Procedure for Determining Overhead Rate:

http://dot.state.nm.us/content/nmdot/en/Program_Management.html#d

[Overhead Rate processing procedure3-24-20.pdf \(rtsclients.com\)](#)

Engineering and Design Consultant firms who do not adhere to the requirements of this section shall be determined non-responsive and their proposal will be rejected from consideration for award.

The indirect cost rate approved by the NMDOT Office of the Inspector General at the time of the proposal deadline date will be the rate recognized for the duration of the contract, which includes all term extensions.

3. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

4. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. 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. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

7. Offeror's 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 addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination

that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

10. No Obligation

This RFP in no manner obligates the City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

11. Termination

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

12. Sufficient Appropriation

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

13. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Draft Contract APPENDIX I. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the

exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the City and will result in 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. See Section II.C.16 for requirements.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

20. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.25. 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 and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

22. Notice of Penalties

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

23. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

24. Right to Publish

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

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City. If the RFP is cancelled, the electronic record shall be closed and all proposals shall remain confidential.

26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City's written permission.

27. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

28. Use of Electronic Versions of This RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX A), which should be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal should:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and Email address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of all amendments to the RFP.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

32. Local Preferences

The Local Preferences shall not apply because the expenditures for the resulting agreement includes federal funds.

33. Equal Employment Opportunity

- A. The following requirements shall apply to state-and federal-funded projects.

In connection with this RFP and the anticipated contract, the Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, age, marital status, disability, or other protected class.

The Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to their race, color, religion, sex, sexual preference, national origin, age, marital status, disability, or other protected class.

Such actions 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.

- B. The following requirements shall apply to federal-funded projects administered by NMDOT.

In accordance with Title 49 Code of Federal Regulations Part 23, as amended (49 CFR Part 26), the Offeror shall agree to abide by and take all necessary and reasonable steps to comply with the following statements on its scope of work:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND POLICY.

In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following:

1. DBE Policy: It is the policy of the City and NMDOT to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:
 - a. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
 - b. To create a level playing field on which DBEs can fairly compete for USDOT-assisted contracts;
 - c. To ensure that USDOT's DBE Program is narrowly tailored in accordance with applicable law;
 - d. To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;
 - e. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
 - f. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
2. DBE Obligations to NMDOT: The NMDOT will establish the DBE goal on a triannual basis. The approved FFY 21 DBE goal is established at 12.3% for federal-aid highway construction and design of which 12.3% will be attained through race neutral measures and 0% through race-conscious measures.

Record Keeping Responsibilities: The Contractor is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the NMDOT Construction and Civil Rights Bureau DBE Program at the following address:

NMDOT
Construction and Civil Rights Bureau
1570 Pacheco Street, Suite A10
Santa Fe, nm 87505

The City Project Manager shall be informed of this submission.

3. NMDOT's DBE Program: The USDOT's DBE Program as required by 49 CFR 26 and as approved by USDOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR 26, the provisions of 49 CFR 26 shall prevail. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Contractor of its failure to carry out the terms and conditions of the DBE Program, the USDOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

From time to time, NMDOT shall receive interpretations from USDOT, which shall be binding on the City and contractors.

DBE Obligations – The City and the Offeror agree to ensure that DBEs as defined in 49 CFR 26 shall have the maximum opportunity to participate in the performance of services and work financed in whole or in part with federal funds under the Agreement. In this regard, the Offeror shall not discriminate on the basis of race, color, national origin, sex or other protected class in the performance of USDOT-assisted contracts. The Offeror shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as the City deems appropriate, which way include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Offeror from future bidding as non-responsive.

4. Certification for Federal-Funded Projects: Awarded Offeror(s) shall certify, by signing the negotiated contract, that to the best of its knowledge and belief:
 - no federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of and federal grant, the making of

any federal loan, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- this certification is a material representation of fact upon which reliance will be placed when the contract is executed, with submission of this certification a prerequisite for making or entering into the contract as imposed by 31 U.S.C. Section 1352, and any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;
- the Offeror agrees by signing the contract that the Offeror shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly; and
- the Offeror shall furnish all necessary information and reports and shall permit access to its books, records, and accounts by the City for purposes of investigation to ascertain compliance with the non-discrimination provisions of the contract.

The Disadvantaged Business Enterprise (DBE) Program rules and regulations, and the listing of Certified DBE Firms can be located on the NMDOT Website at <http://dot.state.nm.us/content/nmdot/en/OEOP.html>. The Construction and Civil Rights Bureau (CCRB) may be contacted at (505) 629-9938 for more information. The complete rule for Title 18, Chapter 28, Part 2, and all revisions, is available at the Construction and Civil Rights Bureau, 1570 Pacheco Street, Suite A-10, Santa Fe, New Mexico 87505.

34. Living Wage

Compliance with the City of Santa Fe and Santa Fe County’s Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information>.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY Responses

Bidders must submit proposals in response to this RFP through the Bid Module link. Only one electronic copy of the proposal should be submitted, as outlined below.

One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1. Proposal Format. All information for the Proposal must be combined into a single file/document for uploading. Proposals SHALL NOT contain any cost information. Name the file as such, Company Name – RFP Number – Public Technical (e.g., Acme Corp – 240## - Public Technical)

****i. Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.11 and detailed in Section II.C.9, Offeror **must** submit **two (2) separate ELECTRONIC technical files:****

- Public Technical Proposal: One (1) ELECTRONIC version with all confidential information redacted for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Name the file accordingly (Example file name, Acme Corp – 240## – Public Technical)
- Confidential Technical Proposal: One (1) ELECTRONIC unredacted version for evaluation purposes only. (Shall not be release for public consumption.) Confidential versions must clearly be marked “CONFIDENTIAL” on the first page of the electronic file. Name the file accordingly (example file name, Acme Corp – 240## - Confidential Technical)

ELECTRONIC proposal submissions must be fully submitted on:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline in Section II.B.5. Submissions cannot be password protected and must be in PDF format. *The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

LATE PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.16)
- F. Offeror's Additional Terms and Conditions (from Section II.C.17)
- G. Response to Specifications
 1. General Information
 2. Organizational References
 3. Mandatory Specification
 4. Non-Collusion Affidavit Form
 5. Conflict of Interest Statement for Consulting Firms
 6. Confidentiality and Non-Disclosure Agreement Form
 7. Sub-Consultants Offeror's List
- H. Other Supporting Material (if applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

A Proposal Summary may be included in Offeror's Proposal, to provide the Evaluation Committee with an overview 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Professional Engineer (PE) shall provide On-Call General Engineering Services and Construction Management Services for the design and construction of roadway, trail, drainage, facility, utility and traffic design. Once a need is identified, the City will issue a written task order to the PE that will detail required services. Upon receiving the City's request for services, the PE shall provide the City with an estimate of man-hours required to do the work and each project will be negotiated on a project-by-project basis. The PE may also be required to do some of the work in phases. Where a project proceeds in phases based on the development model used by the City, the PE shall provide the work estimate for each phase. Work estimates shall be based on producing the deliverables described in the development model below for the tasks or phase(s) in the task order.

1. PROJECT DEVELOPMENT PHASES

a. Phase 1 - Project Scoping

The PE will review available data, define project scope, conduct scoping field review, and write scoping report in accordance with guidelines of the New Mexico Department of Transportation.

1. Phase 1 Activities:

- i. Understanding and documenting existing conditions, environmental, and right-of-way needs
- ii. Identifying design parameters for the project
- iii. Documenting safety considerations
- iv. Describing proposed improvements
- v. Conducting a preliminary field review meeting
- vi. Developing a preliminary engineer's estimate

2. Phase 1 Deliverables

a. Scoping Report

The following defines the required contents of the Scoping Report. The PE should evaluate all items listed below but some elements may not apply based on the project type.

i. Project Summary/General Description

a) Project data

- Control number
- Type of work
- Project purpose and need
- Location description
- Posted route
- Milepost (coordinates and/or intersections)
- Project length

- NMDOT district
 - County
 - Roadway functional classification
 - Terrain type
 - Fiscal year (study, design, construction) and project Termination Date
 - Program (funding category)
- b) Site description (beginning of project to end of project)
 - c) Survey requirements (location and/or property survey)
 - d) Right-of-way requirements
 - e) Environmental Level of Effort (ELOE)
 - f) Estimated project development time (from scoping to letting) all within agreement contract time
 - g) Estimated project construction schedule and budget
- ii. Existing Conditions (where applicable)
- a) Typical road section
 - Driving lanes per direction
 - Auxiliary lanes (acceleration, deceleration, and turning lanes) and medians
 - Shoulders (including rumble strips/stripes) and/or curb and gutter
 - Surfacing tapers
 - Multi-modal facilities (including transit, pedestrian and bicycle facilities)
 - b) Roadside slopes
 - c) Geotechnical conditions
 - d) Surfacing type and condition
 - e) Horizontal alignment
 - f) Vertical alignment
 - g) Major and minor roadway intersections
 - h) Right-of-way width
 - i) Major structures (> 20-foot span)
 - j) Other structures (< 20-foot span, may include fencing, retaining walls, cattle guards, concrete box culverts, safety barriers, etc.)
 - k) Roadway lighting
 - l) Traffic control and management devices (traffic signals, intelligent transportation system (ITS) equipment, special traffic signs, etc.)
 - m) Utilities (inventory and owners)
 - n) Environmental factors
 - o) Posted speed limit and design speed
 - p) Driveway and entrances (inventory)
 - q) Level of service (traffic volume and fleet characteristics)
 - r) Facilities and compliance with the Americans with Disabilities Act (ADA)
 - s) Railroad facilities (identify, should include railroad right-of-way, crossings, etc.)
 - t) Erosion control and landscaping installations
 - u) School crossings
 - v) Safety considerations

- iii. Proposed Improvements
 - a) Typical section (including surfacing type and thickness)
 - b) Major structures
 - c) Other structures
 - d) Horizontal alignment
 - e) Vertical alignment
 - f) Intersections
 - g) Turnouts
 - h) Safety
 - i) Drainage and erosion control
 - j) Design exceptions/ variances
 - k) Detours and traffic control
 - l) Warrants and signalization
 - m) Landscaping and irrigation
 - n) ADA/ pedestrian/ bicycle
 - o) Special issues or unique project elements

- iv. Factors Affecting Project Development and Schedule
 - a) Survey requirements
 - b) Environmental requirements and certification
 - Archaeological requirements
 - Historic preservation requirements (include the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO))
 - Hazardous materials investigations
 - Right-of-way (ROW) considerations and certification
 - Utility relocations and/or hookups and utility certification
 - Outside agency involvement and coordination
 - Railroad facilities and certification
 - ITS facilities and certification

b. Conceptual Design

Contractor shall inquire with the Director of Public Works whether an Early Neighborhood Notification (“ENN”) Meeting will be held for the project. If an ENN is to be held, Contractor shall develop a conceptual design based on the Project Scoping Report, and may be directed to present the conceptual design to the Public via the Early Neighborhood Notification (ENN) Meeting described below. Conceptual design can be simply a series of sketches, ideas and explorations, or it can go to considerable depth, including design illustrations, indicative plans, sections and elevations and 3D models of a development approach.

c. Early Neighborhood Notification (ENN) Meeting

ENN is required for certain types of city capital improvement projects requiring review by the governing body as follows:

- i. Facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities.

- ii. New projects or projects to expand or extend service to new service areas included in the capital improvement plan or general plan.
- iii. Any new road construction or reconstruction of an existing road that materially expands capacity.
- iv. Projects funded out of capital impact fee funds.
- v. Any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars (\$150,000) in cost.
- vi. Construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars (\$150,000) in cost.

See APPENDIX J for the ENN Requirements.

b. Phase II – Preliminary Design (30% Design)

Preliminary design defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Preliminary design should focus on establishing the horizontal and vertical alignments, typical section, and drainage and structural needs to a level sufficient to establish the project footprint. Contractor shall develop a preliminary design to the standard of the NMDOT for a 30% level of completion.

1. Phase 2 Activities

The following activities should be initiated, if applicable, or required by the Scoping

Report:

- i. Complete Drainage Report
- ii. Development of typical sections, grading plans, geometric alignments
- iii. Bridge type/size/location studies, temporary structure requirements, staged bridge construction requirements
- iv. Structural design, retaining wall design, noise wall design
- v. Guardrail length/layout
- vi. Existing property lines
- vii. Title and deed research
- viii. Soil borings
- ix. Cross sections with flow line elevations
- x. Ditch designs
- xi. Intersection design/configuration
- xii. Interchange design/configurations
- xiii. Pavement design
- xiv. Storm/sanitary sewer design
- xv. Culvert design, identification of removal items
- xvi. Quantity estimates
- xvii. Pavement details/elevation tables

- xviii. Preliminary traffic control plans to be maintained during construction
- xix. Coordinate railroad impacts
- xx. Coordinate ITS impacts and improvements
- xxi. Identify utility owners, records research, and begin utility coordination for Subsurface Utility Engineering (SUE)
- xxii. Continue documentation for environmental, cultural resource, and hazardous materials investigations, and obtain approvals
- xxiii. Hold ENN meeting (APPENDIX J)

If additional right-of-way is needed, the following additional activities need to occur in order during Preliminary Design.

- i. Complete property survey
- ii. Based on the project footprint, cultural and biological resource impacts are identified and plans for avoidance or mitigation are prepared.
- iii. If there are right-of-way impacts, the PE will schedule a meeting with the NMDOT's Right of Way Bureau and the Tribal/Local Public Agency Coordinator of North Region Design.
- iv. Begin Title Search and Title Reports

2. Phase 2 Deliverables

Typically, preliminary design would require a final geotechnical report, a final drainage report, utility location and mapping, right-of-way design and legal descriptions, roadway plan and profiles, bridge and structure types and criteria, plan and profile sheets, a preliminary traffic control plan, a National Pollution Discharge Elimination System (NPDES), and an engineer's construction cost estimate.

The PE shall use the NMDOT format for plan sets with standard information to be completed to a level consistent with the design stage. For NMDOT series sheets standards please refer to "Tribal/Local Public Agency Handbook, 2019 or most current edition.

c. Phase III – Grade and Drain (60% Design)

The engineer shall address all comments on the 30% complete Preliminary Design by City Staff, including but not limited to Complete Streets, Parks and Open Spaces, Land Use, Public Utilities, and SFMPO, as well as comments by the Bicycle and Pedestrian Advisory Committee and comments from the NMDOT review meeting. All of the components in the 30% Preliminary Design phase are further developed and designed to a greater level of detail.

- 1. Phase III Activities
 - i. Design drainage improvements
 - ii. Finalize project footprint
 - iii. Complete quantity schedules (if not included in the preliminary plans) and ensure they reflect computed design quantities
 - iv. Prepare and submit design variance and/or exceptions (if applicable)
 - v. Continue with environmental approvals

- vi. Continue right-of-way process
- vii. Develop preliminary traffic control plans including a suggested sequence of construction.
- viii. Submit engineer's estimate
- ix. Prepare and submit draft contract book, including specifications, special provisions and Notice to Contractor (NTC)
- x. Incorporate ITS sheets, if necessary
- xi. Incorporate rail design or mitigation and coordinate rail agreements and special provisions, as required
- xii. Submit all Public Interest Findings (PIF) requests, if applicable
- xiii. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) sheets and Temporary Erosion and Sediment Control Plan (TESCP) sheets with the City's River and Watershed Manager (if the project's disturbed area is greater than one acre)
- xiv. Begin Utility Relocation documentation (if applicable) for utility certification

2. Phase III Deliverables

Submit to the City's Project Manager the 60% design plan set for review at least 2 weeks in advance of review meeting.

d. Phase IV - Plan-in-Hand (90% Design)

Comments from the 60% Design review meeting and Constructability Review, when applicable, are incorporated during the 90% Design phase. At 90% Design, the plans, quantities, and engineer's estimate should be nearly complete. Only minor design changes should be occurring at (or after) this design phase. During the 90% Design phase, construction phasing layouts and construction signing, and striping plans are finalized, and project certification requests are completed and requested from NMDOT's North Region Design Coordinator or T/LPA Coordinator.

1. Phase IV Activities

- i. Finalize plans
- ii. Finalize right-of-way coordination/certification
- iii. Finalize utilities coordination/certification
- iv. Finalize ITS coordination/certification
- v. Finalize railroad coordination/certification
- vi. Finalize environmental certification
- vii. Complete work zone checklist
- viii. Start plans, specifications, and estimates (PS&E) checklist
- ix. Finalize project cost estimate, including testing, construction management, and utility relocation when applicable
- x. Request Disadvantaged Business Enterprise Program (DBE) goal from the Region Coordinator, if applicable
- xi. Finalize project specifications and contract book, including all federal requirements

- xii. If project-specific special provisions are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval
- xiii. If project-specific Notice to Contractors (NTCs) are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval

2. Phase IV Deliverables

The 90% design plans shall include as appropriate: cover sheet, title sheet, typical roadway sections, quantity sheets, general notes, SWPPP Information sheet, TESCP sheets, plan and profile sheets, roadway, trail, interchange and intersection plans, structure placement sheets, special details, bridge plans and foundation recommendations, traffic control and detour plans, permanent signing and striping, signalization, lighting plans, grading plans, earthwork computations, landscape details and/or plans, incorporation of standard plans and those prepared by others, final detail estimate and proposal, supplemental specifications, notice to contractors, and special provisions as required and all other plans/specifications as may be required.

The 90% design plan set shall further include five (5) required NMDOT certifications. Environmental, ROW, Utility, Railroad, and Intelligent Transportation System (ITS) certifications must be submitted to City's Project Administrator at least two (2) weeks prior the review meeting.

e. Phase V - Plans, Specifications, and Estimate (PS&E)

The PS&E phase incorporates the comments from the 90% Design review meeting and finalizes the plans, quantities, and engineer's estimate. The contract book and specifications are complete, and all certifications are obtained prior to holding the PS&E review.

1. PS&E Deliverables

- a. PS&E package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 1st)
 - i. 100% construction plans
 - ii. Engineer's opinion of probable cost
 - iii. Contract book
 - iv. Environmental clearance and certification documentation
 - v. SHPO's concurrence
 - vi. Right-of-way certification documentation
 - vii. Utility certification documentation
 - viii. ITS certification documentation
 - ix. Railroad certification documentation
 - x. Work zone checklist
 - xi. All other applicable maintenance agreements
 - xii. PS&E checklist
 - xiii. Approved Public Interest Findings (PIFs) and/or variances if applicable

- b. Project Production Package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 15th)
 - i. Stamped and sealed construction plans
 - ii. Engineer's opinion of probable cost (including Construction Management if using federal funding to cover these expenses and utility relocation when applicable)
 - iii. Contract book (may leave out wage decisions until ready to bid because they can change over time)
 - iv. Environmental clearance and certification documentation, including signed environmental commitments sheet in the construction plans
 - v. SHPO's or THPO's concurrence
 - vi. Right-of-way certification documentation
 - vii. Utility certification documentation
 - viii. ITS certification documentation
 - ix. Railroad certification documentation
 - x. Work zone checklist
 - xi. All other applicable maintenance agreements
 - xii. Signed PS&E checklist
 - xiii. Approved PIFs and/or variances if applicable

f. Phase VI - Construction Engineering and Management Services

Construction Engineering and Management Services begins when the City advertises, bids and awards the project.

Upon request, the PE shall review bids and/or offers and provide an opinion to the City's Central Purchasing Office as to whether the bids and/or offers fully address the Invitation to Bid and/or Request for Proposals, and shall recommend selection of a bidder or offeror with written justification for that recommendation.

When a contract is awarded by the City in relation to the project, the PE shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Hold Transition Meeting with City Project Administrator and NMDOT/FHWA Staff to discuss the required project documentation, format for submittals, and procedures to be used to ensure adequate management of a federally-funded construction project.
2. Hold Preconstruction Conference.
3. Duties during construction:
 - i. Daily documentation and maintain a project management diary
 - ii. Verify all construction activities and documentation meet NMDOT and federal standards and policies
 - iii. Supervise activities for government and third-party inspectors and office personnel
 - iv. Administer change orders in compliance with the change order provisions stated in the Tribal/Local Public Agency Handbook (current edition).

- v. Coordinate all project activities
 - vi. Maintain public relations
 - vii. Address all problems and/or concerns related to project designs and plans.
 - viii. Approve all project documentation and submittals (including source books, certificates of compliance, National Pollutant Discharge Elimination System (NPDES), payrolls, subcontracts, traffic control diary, quality control plan, and testing reports).
 - ix. Enforce contractor's compliance with contract requirements (i.e., Buy America, Disadvantaged Business Enterprise (DBE), EEO, traffic control/safety, etc.)
 - x. Administer monthly progress payments
 - xi. Reject defective and/or non-compliant material and workmanship, in accordance with the contract
 - xii. Interpret the plans and specifications
 - xiii. Verify construction activities meet contractor schedule
 - xiv. Designate a person familiar with Storm Water Pollution (SWPP) Plan Preparation and Maintenance to review the work of contractors and provide an opinion on compliance to the Public Works Director, when applicable. In order to be considered "familiar," that person would need to have attended the Associated Contractors of New Mexico (ACNM) class "Storm Water Qualified Person" or equivalent.
 - xv. Approve the contractor's Quality Control Plan per Section 902, Quality Control, of the NMDOT Standard Specifications at least two weeks prior to the start of any work being performed that requires QC testing for acceptance. Once the Quality Control Plan is approved, PE shall verify that it is on file.
 - xvi. Review and approve any proposed changes to the traffic control plan at least two weeks prior to implementation. Ensure the revisions have been designed in accordance with 23 CFR § 630 Subpart J – Work Zone Safety and Mobility and 23 CFR § 630 Subpart K – Temporary Traffic Control Devices and are stamped by a current New Mexico Licensed Professional Engineer. If any part of the revised traffic control will be located on an NMDOT roadway, concurrence from the District Traffic Engineer is required prior to approval by the City project manager. Unapproved changes shall not be allowed in the field.
 - xvii. Ensure proper B2Gnow and LCPtracker reporting.
 - xviii. Review and approve progress payments.
 - xix. Prepare for Project Closure and Final Inspection
4. Duties after construction
- Prepare and submit the Final Package to NMDOT.

In all cases where the PE is responsible for acceptance of a deliverable, payment of invoices remains subject to acceptance by city staff pursuant to Section 3(D) above.

B. TECHNICAL SPECIFICATIONS

1. General Information

Offeror **must** identify its principal member(s) or officer(s) who will be responsible for the administration of the contract; provide the name(s) and registration number(s) of the New Mexico

Registered Professional Engineer who will be directly responsible and in charge of the work; and identify the name, address, and phone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants.

2. Organizational References

Offeror **must** provide a list of three (3) references from similar projects for city, state or federal government clients within the last four (4) years (2020-2023).

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e. Professional design or construction management services for roadways, trails, bridges, drainage, facility, utility, traffic, underpasses/overpasses, etc.)
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and email address.

Offeror is required to submit APPENDIX H, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX H. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

a. Specialized Design and Technical Competence

Offeror **must** describe two (2) engineering design projects that highlight their specialized problem-solving techniques or approaches, innovative practices/ideas, and advantages its team brings or offers to the City.

b. Capacity and Capability of the Offeror to Perform the Scope of Work

Offeror **must**:

- i. provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements, including information that demonstrates the Offeror’s ability to perform the services required for this project;

ii. include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to providing services toward the project must be included in the organizational chart; and

iii. provide brief resumes for the lead engineer and key project team members, describing why each team member was selected for this proposal, highlighting relevant project experience and knowledge of City/NMDOT/FHWA procedures. If a subcontractor is affiliated with the prime contractor as an affiliated company, firm, or business, the proposal must indicate this. The proposal must also identify the Offeror's team's list of current projects with the City.

c. Past Record of Performance

Offeror **must** demonstrate through historical documentation that the Offeror has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. The proposal must describe two (2) past projects, specifying relevance to the current scope of work and include client references (names, addresses, email address and telephone numbers) for each project. Also, please submit APPENDIX G "Project/Contract Listing Form".

d. Proximity to or Familiarity with the City of Santa Fe

Offeror **must** identify its familiarity with the City of Santa Fe and its understanding of the scope of work. Offerors must demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on- and off-site requirements for engineering and construction management services and administration of a City project which will be awarded via this RFP. The Offeror must also indicate previous knowledge or experience regarding the City, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to a City project needs.

e. New Mexico Produced Work

Offeror **must** indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. The Offeror must identify any out-of-state consultant(s) or business relationships that will be involved on any City project that will be awarded via this RFP, and the extent of services to be provided by that firm or firms.

f. Volume of Work Currently Being Performed

Offeror **must** provide information on the status of any project that has been awarded by the City in the past four (4) years and is, on the date of the submittal, less than 75% complete by completing the "Contract/Project Listing Form" (APPENDIX G). The reason for any project delays must be identified.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX A. The form should be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made (APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Non-Collusion Affidavit Form

The Offeror **must** complete an unaltered Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal (APPENDIX C). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Conflict of Interest Statement for Consulting Firms

The Offeror **must** complete an unaltered Conflict of Interest Statement for Consulting Firms and submit a signed copy with the Offeror's proposal (APPENDIX D). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Confidentiality and Non-Disclosure Agreement Form

The Offeror **must** complete an unaltered Confidentiality and Non-Disclosure Agreement and submit a signed copy with the Offeror's proposal (APPENDIX E). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

6. Sub-Consultants Offeror's List

The Offeror **must** complete an unaltered Sub-Consultants Offerors List and submit a signed copy with the Offeror's proposal (APPENDIX F). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

V. 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.

RFP Section IV	Evaluation Factors	Points Available
B.	Technical Specifications	
B.1.	General Information	5
B.2.	Organizational References	15
B.3.	Mandatory Specifications	
B.3.a.	Specialized Design and Technical Competence	25
B.3.b.	Capacity and Capability of the Offeror to Perform the Scope of Work	25
B.3.c.	Past Record of Performance	20
B.3.d.	Proximity to or Familiarity with the City of Santa Fe	5
B.3.e.	New Mexico Produced Work	5
B.3.f.	Volume of Work Currently Being Performed	0-5 Point Deduction
C.	Business Specifications	
C.1.	Letter of Transmittal	Pass/Fail
C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	Non-Collusion Affidavit Form	Pass/Fail
C.4.	Conflict of Interest Statement for Consulting Firms	Pass/Fail
C.5.	Confidentiality and Non-Disclosure Agreement Form	Pass/Fail
C.6.	Sub-Consultants Offeror's List	Pass/Fail
	TOTAL POINTS AVAILABLE	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1. General Information (See Table 1)

Points will be awarded based on the completeness of the Offeror's responses.

2. B.2. Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX H). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the

evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3. Mandatory Specifications

B.3.a. Specialized Design and Technical Competence (See Table 1)

Points will be awarded based on Offeror's innovativeness, creativity, and effectiveness in designing past projects.

B.3.b. Capacity and Capability of the Offeror to Perform the Work (See Table 1)

Points will be awarded based on the team members' relevance and extent of their experience, expertise and knowledge in engineering design of a roadway, trail, bridge, drainage, facility, utility and traffic; and of their formal education, certifications and licenses. In addition, points will also be based on the amount of care and attention given to assembling the team members based on their specialized professional competence and Scope of Work.

B.3.c. Past Record of Performance (See Table 1)

Points will be awarded based upon an evaluation of the documented organizational experience, knowledge and resources that may be employed for the project. Points will also be awarded based on Contractor's meeting project schedule agreed upon at the award of the contract. Considerations will be given if the project delay was caused by the City or NMDOT (APPENDIX G). Further, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

B.3.d. Proximity to or Familiarity with the City of Santa Fe (See Table 1)

Points will be awarded based on the Offeror's familiarity with the City's procedural, procurement and regulatory design requirements; thorough understanding of the Scope of Work; and how quickly they can respond to City request/need.

B.3.e. New Mexico Produced Work (See Table 1)

Points will be awarded based on the percentage of work produced in New Mexico using the following formula:

0% - 20% - 1 point

21% - 40% - 2 points

41% - 60% - 3 points

61% - 80% - 4 points

81% - 100% - 5 points

B.3.f. Volume of Work Currently Being Performed (See Table 1)

Points shall be deducted for projects awarded that are less than 75% complete on the date the proposals are due. The following formula on fees shall be utilized in assessing scores:

Contract Balance Amount* Per Project	
\$ Less than - \$500,000	minus 0 point
\$500,001 - \$750,000	minus 1 point
\$750,001 - \$1,000,000	minus 2 points
\$1,000,001- over	minus 3 points

*Contract Balance Amount is defined as:

- i. Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
- ii. Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

The maximum total point deduction for this section (sum of all ongoing contracts) will be 5 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing. No points will be deducted if the delay was caused by either the City or NMDOT. For example, if work has to stop due to delay in amending the term of the funding agreement.

4. C. Business Specifications

C.1. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

C.2. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

C.3. Non-Collusion Affidavit Form (See Table 1)

Pass/Fail only. No points assigned.

C.4. Conflict of Interest Statement for Consulting Firms (See Table 1)

Pass/Fail only. No points assigned.

C.5. Confidentiality and Non-Disclosure Agreement (See Table 1)

Pass/Fail only. No points assigned.

C.6. Sub-Consultants Offerors List (See Table 1)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office and/or the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

LETTER OF TRANSMITTAL FORM

Complete, Sign and Return with your proposal.

ITEMS #1 to #3 EACH SHOULD BE COMPLETED IN FULL (pursuant to Section II.C. (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
- The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Complete, Sign and Return with your proposal.

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a

sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time 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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____

Mayor:

Alan M. Webber

Councilors:

Signe Lindell, Pro-tem (District 1)

Alma Castro (District 1)

Michael Garcia (District 2)

Carol Romero-Wirth (District 2)

Lee Garcia (District 3)

Pilar Faulkner (District 3)

Jamie Cassutt (District 4)

Amanda Chavez (District 4)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX D

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, Sign and Return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Professional Engineer, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Professional Engineer and known key personnel needs to describe the conflict.

The Professional Engineer agrees that, if after award, an organizational conflict of interest is discovered, the Professional Engineer makes an immediate and full written disclosure to the City that includes a description of the action that the Professional Engineer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Professional Engineer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded "On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design". For the duration of this firm's involvement in the Professional Engineer contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Professional Engineer contract.

I certify that this firm will keep all Professional Engineer contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Professional Engineer contract. I understand that if this firm leaves this Professional Engineer contract before it ends, this firm must keep all

contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Professional Engineer contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Professional Engineer contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

Email Address:

Signature:

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX E

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Complete, sign and return with your proposal.

RFP # 24001 On-call Professional Services

FIRM: _____ **DATE:** _____

I, _____ (NAME), _____ -
_____ (TITLE) for the firm of _____, an Offeror
for the City of Santa Fe (City) on the above RFP# 24001, agree that

_____ (FIRM NAME) will maintain the confidentiality of all
information designated by the City as “draft” or “confidential” that is gained as a result of our
involvement in the above-mentioned RFP. This includes proprietary information and information
designated confidential in accordance with 1.4.1.45 NMAC, and NMSA 1978, Section 13-1-39 (1984).

_____ (FIRM NAME) will maintain security and control over all
documents containing such confidential information in our custody.

_____ (FIRM NAME) will not make copies of any
documents, nor remove documents from the assigned locations, and will return documents to the City
when work with the documents is complete.

_____ (FIRM NAME) will not divulge any confidential
information to the media, any member of the public, or any employee of the consultant not involved in
this project without the consent of the City.

Furthermore, _____ (FIRM NAME) agrees not to accept
gratuities or favors in exchange for such confidential information. The New Mexico State Procurement
Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its
violation.

This agreement is subject to the laws of the State of New Mexico, and all applicable rules and regulations.

Signed: _____ Date: _____

Title: _____

Printed Name: _____

APPENDIX F

SUB-CONSULTANTS OFFEROR'S LIST

Complete, sign and return with your proposal.

Consulting Firm: _____

Contact Name: _____

Consulting Firm Address: _____

Telephone _____ E-mail: _____

The Offeror's List will include all sub-consultants contacted by the prime design consultants for consideration for the design team. Failure to submit this form at the time of submittal of the consultant proposal will render the proposal non-responsive.

ALL SUB-CONSULTANTS

NAME	E-MAIL ADDRESS	TELEPHONE	STATUS: DBE/NON-DBE	FIELD OF EXPERTISE

APPENDIX G

PROJECT/CONTRACT LISTING FORM

Complete, sign and return with your proposal.

Offerors shall list all engineering design contracts with the City in the past four (4) years (2020-2023).

FIRM: _____ **DATE:** _____

Project Name	Award Method (project specific contract or on-call contract)	Contract Amount Including Amendments (in dollars \$)	Contract Remaining Balance (in dollars \$)	Project Completion Date Based on the Original Project Schedule*	% Complete to Date	Reason for Project Delays
1.						
2.						
3.						
4.						

*** Submit original project schedules**

APPENDIX H

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing_RFP@santafenm.gov by **March 7 at 3:00 pm** MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 24001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Public Works Department via email at:

Name: Central Purchasing Office
Email: Purchasing_RFP@santafenm.gov; rsglorioso-moss@santafenm.gov

Forms must be submitted no later than **March 7, 2024 at 3:00 pm MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at (505) 955-6623, rsglorioso-moss@santafenm.gov. When contacting the Procurement Manager, include the Request for Proposals' number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact email address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you're providing a reference (i.e., Professional design services for streets/roads, trails, underpasses/overpasses, bridges, drainage, utility, facility, traffic, sidewalks, roundabouts, etc.; Construction Management Services; and Construction Engineering Services)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

___(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name:	_____	Rating:
Name:	_____	Rating:
Name:	_____	Rating:
Name:		Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX I

DRAFT CONTRACT

For information purposes only. Please don't send with your proposal.

Item #: _____

Munis Contract #: _____

SWPA/GSA/Coop/RFP/ITB#: _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

REQUEST FOR PROPOSALS

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

The Professional Engineer (PE) shall provide On-Call General Engineering Services and Construction Management Services for the design and construction of roadway, trail, drainage, facility, utility and traffic design. Once a need is identified, the City will issue a written task order to the PE that will detail required services. Upon receiving the City's request for services, the PE shall provide the City with an estimate of man-hours required to do the work and each project will be negotiated on a project-by-project basis. The PE may also be required to do some of the work in phases. Where a project proceeds in phases based on the development model used by the City, the PE shall provide the work estimate for each phase.

Work estimates shall be based on producing the deliverables described in the development model below for the tasks or phase(s) in the task order.

1. PROJECT DEVELOPMENT PHASES

a. Phase 1 - Project Scoping

The PE will review available data, define project scope, conduct scoping field review, and write scoping report in accordance with guidelines of the New Mexico Department of Transportation.

3. Phase 1 Activities:

- vii. Understanding and documenting existing conditions, environmental, and right-of-way needs
- viii. Identifying design parameters for the project
- ix. Documenting safety considerations
- x. Describing proposed improvements
- xi. Conducting a preliminary field review meeting
- xii. Developing a preliminary engineer's estimate

4. Phase 1 Deliverables

a. Scoping Report

The following defines the required contents of the Scoping Report. The PE should evaluate all items listed below but some elements may not apply based on the project type.

v. Project Summary/General Description

h) Project data

- Control number
- Type of work
- Project purpose and need
- Location description
- Posted route
- Milepost (coordinates and/or intersections)
- Project length
- NMDOT district
- County
- Roadway functional classification
- Terrain type
- Fiscal year (study, design, construction) and project Termination Date
- Program (funding category)

i) Site description (beginning of project to end of project)

j) Survey requirements (location and/or property survey)

k) Right-of-way requirements

l) Environmental Level of Effort (ELOE)

m) Estimated project development time (from scoping to letting) all within agreement contract time

- n) Estimated project construction schedule and budget
- vi. Existing Conditions (where applicable)
 - w) Typical road section
 - Driving lanes per direction
 - Auxiliary lanes (acceleration, deceleration, and turning lanes) and medians
 - Shoulders (including rumble strips/stripes) and/or curb and gutter
 - Surfacing tapers
 - Multi-modal facilities (including transit, pedestrian and bicycle facilities)
 - x) Roadside slopes
 - y) Geotechnical conditions
 - z) Surfacing type and condition
 - aa) Horizontal alignment
 - bb) Vertical alignment
 - cc) Major and minor roadway intersections
 - dd) Right-of-way width
 - ee) Major structures (> 20-foot span)
 - ff) Other structures (< 20-foot span, may include fencing, retaining walls, cattle guards, concrete box culverts, safety barriers, etc.)
 - gg) Roadway lighting
 - hh) Traffic control and management devices (traffic signals, intelligent transportation system (ITS) equipment, special traffic signs, etc.)
 - ii) Utilities (inventory and owners)
 - jj) Environmental factors
 - kk) Posted speed limit and design speed
 - ll) Driveway and entrances (inventory)
 - mm) Level of service (traffic volume and fleet characteristics)
 - nn) Facilities and compliance with the Americans with Disabilities Act (ADA)
 - oo) Railroad facilities (identify, should include railroad right-of-way, crossings, etc.)
 - pp) Erosion control and landscaping installations
 - qq) School crossings
 - rr) Safety considerations
- vii. Proposed Improvements
 - p) Typical section (including surfacing type and thickness)
 - q) Major structures
 - r) Other structures
 - s) Horizontal alignment
 - t) Vertical alignment
 - u) Intersections
 - v) Turnouts
 - w) Safety
 - x) Drainage and erosion control
 - y) Design exceptions/ variances
 - z) Detours and traffic control
 - aa) Warrants and signalization

- bb) Landscaping and irrigation
- cc) ADA/ pedestrian/ bicycle
- dd) Special issues or unique project elements

viii. Factors Affecting Project Development and Schedule

- c) Survey requirements
- d) Environmental requirements and certification
 - Archaeological requirements
 - Historic preservation requirements (include the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO))
 - Hazardous materials investigations
 - Right-of-way (ROW) considerations and certification
 - Utility relocations and/or hookups and utility certification
 - Outside agency involvement and coordination
 - Railroad facilities and certification
 - ITS facilities and certification

b. Conceptual Design

Contractor shall inquire with the Director of Public Works whether an Early Neighborhood Notification (“ENN”) Meeting will be held for the project. If an ENN is to be held, Contractor shall develop a conceptual design based on the Project Scoping Report, and may be directed to present the conceptual design to the Public via the Early Neighborhood Notification (ENN) Meeting described below. Conceptual design can be simply a series of sketches, ideas and explorations, or it can go to considerable depth, including design illustrations, indicative plans, sections and elevations and 3D models of a development approach.

c. Early Neighborhood Notification (ENN) Meeting

ENN is required for certain types of city capital improvement projects requiring review by the governing body as follows:

- vii. Facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities.
- viii. New projects or projects to expand or extend service to new service areas included in the capital improvement plan or general plan.
- ix. Any new road construction or reconstruction of an existing road that materially expands capacity.
- x. Projects funded out of capital impact fee funds.
- xi. Any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars (\$150,000) in cost.
- xii. Construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars (\$150,000) in cost.

See APPENDIX J for the ENN Requirements.

b. Phase II – Preliminary Design (30% Design)

Preliminary design defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Preliminary design should focus on establishing the horizontal and vertical alignments, typical section, and drainage and structural needs to a level sufficient to establish the project footprint. Contractor shall develop a preliminary design to the standard of the NMDOT for a 30% level of completion.

1. Phase 2 Activities

The following activities should be initiated, if applicable, or required by the Scoping Report:

- xxiv. Complete Drainage Report
- xxv. Development of typical sections, grading plans, geometric alignments
- xxvi. Bridge type/size/location studies, temporary structure requirements, staged bridge construction requirements
- xxvii. Structural design, retaining wall design, noise wall design
- xxviii. Guardrail length/layout
- xxix. Existing property lines
- xxx. Title and deed research
- xxxi. Soil borings
- xxxii. Cross sections with flow line elevations
- xxxiii. Ditch designs
- xxxiv. Intersection design/configuration
- xxxv. Interchange design/configurations
- xxxvi. Pavement design
- xxxvii. Storm/sanitary sewer design
- xxxviii. Culvert design, identification of removal items
- xxxix. Quantity estimates
 - xl. Pavement details/elevation tables
 - xli. Preliminary traffic control plans to be maintained during construction
 - xlii. Coordinate railroad impacts
 - xliii. Coordinate ITS impacts and improvements
 - xliv. Identify utility owners, records research, and begin utility coordination for Subsurface Utility Engineering (SUE)
- xl. Continue documentation for environmental, cultural resource, and hazardous materials investigations, and obtain approvals
- xlvi. Hold ENN meeting (APPENDIX J)

If additional right-of-way is needed, the following additional activities need to occur in order during Preliminary Design.

- v. Complete property survey
- vi. Based on the project footprint, cultural and biological resource impacts are identified and plans for avoidance or mitigation are prepared.

- vii. If there are right-of-way impacts, the PE will schedule a meeting with the NMDOT’s Right of Way Bureau and the Tribal/Local Public Agency Coordinator of North Region Design.
- viii. Begin Title Search and Title Reports

2. Phase 2 Deliverables

Typically, preliminary design would require a final geotechnical report, a final drainage report, utility location and mapping, right-of-way design and legal descriptions, roadway plan and profiles, bridge and structure types and criteria, plan and profile sheets, a preliminary traffic control plan, a National Pollution Discharge Elimination System (NPDES), and an engineer’s construction cost estimate.

The PE shall use the NMDOT format for plan sets with standard information to be completed to a level consistent with the design stage. For NMDOT series sheets standards please refer to “Tribal/Local Public Agency Handbook, 2019 or most current edition.

c. Phase III – Grade and Drain (60% Design)

The engineer shall address all comments on the 30% complete Preliminary Design by City Staff, including but not limited to Complete Streets, Parks and Open Spaces, Land Use, Public Utilities, and SFMPO, as well as comments by the Bicycle and Pedestrian Advisory Committee and comments from the NMDOT review meeting. All of the components in the 30% Preliminary Design phase are further developed and designed to a greater level of detail.

3. Phase III Activities

- xv. Design drainage improvements
- xvi. Finalize project footprint
- xvii. Complete quantity schedules (if not included in the preliminary plans) and ensure they reflect computed design quantities
- xviii. Prepare and submit design variance and/or exceptions (if applicable)
- xix. Continue with environmental approvals
- xx. Continue right-of-way process
- xxi. Develop preliminary traffic control plans including a suggested sequence of construction.
- xxii. Submit engineer’s estimate
- xxiii. Prepare and submit draft contract book, including specifications, special provisions and Notice to Contractor (NTC)
- xxiv. Incorporate ITS sheets, if necessary
- xxv. Incorporate rail design or mitigation and coordinate rail agreements and special provisions, as required
- xxvi. Submit all Public Interest Findings (PIF) requests, if applicable
- xxvii. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) sheets and Temporary Erosion and Sediment Control Plan (TESCP) sheets with the City’s River and Watershed Manager (if the project’s disturbed area is greater than one acre)

xxviii. Begin Utility Relocation documentation (if applicable) for utility certification

4. Phase III Deliverables

Submit to the City's Project Manager the 60% design plan set for review at least 2 weeks in advance of review meeting.

d. Phase IV - Plan-in-Hand (90% Design)

Comments from the 60% Design review meeting and Constructability Review, when applicable, are incorporated during the 90% Design phase. At 90% Design, the plans, quantities, and engineer's estimate should be nearly complete. Only minor design changes should be occurring at (or after) this design phase. During the 90% Design phase, construction phasing layouts and construction signing, and striping plans are finalized, and project certification requests are completed and requested from NMDOT's North Region Design Coordinator or T/LPA Coordinator.

3. Phase IV Activities

- xiv. Finalize plans
- xv. Finalize right-of-way coordination/certification
- xvi. Finalize utilities coordination/certification
- xvii. Finalize ITS coordination/certification
- xviii. Finalize railroad coordination/certification
- xix. Finalize environmental certification
- xx. Complete work zone checklist
- xxi. Start plans, specifications, and estimates (PS&E) checklist
- xxii. Finalize project cost estimate, including testing, construction management, and utility relocation when applicable
- xxiii. Request Disadvantaged Business Enterprise Program (DBE) goal from the Region Coordinator, if applicable
- xxiv. Finalize project specifications and contract book, including all federal requirements
- xxv. If project-specific special provisions are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval
- xxvi. If project-specific Notice to Contractors (NTCs) are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval

4. Phase IV Deliverables

The 90% design plans shall include as appropriate: cover sheet, title sheet, typical roadway sections, quantity sheets, general notes, SWPPP Information sheet, TESCP sheets, plan and profile sheets, roadway, trail, interchange and intersection plans, structure placement sheets, special details, bridge plans and foundation recommendations, traffic control and detour plans, permanent signing and striping, signalization, lighting plans, grading plans, earthwork computations, landscape details and/or plans, incorporation of

standard plans and those prepared by others, final detail estimate and proposal, supplemental specifications, notice to contractors, and special provisions as required and all other plans/specifications as may be required.

The 90% design plan set shall further include five (5) required NMDOT certifications. Environmental, ROW, Utility, Railroad, and Intelligent Transportation System (ITS) certifications must be submitted to City's Project Administrator at least two (2) weeks prior the review meeting.

e. Phase V - Plans, Specifications, and Estimate (PS&E)

The PS&E phase incorporates the comments from the 90% Design review meeting and finalizes the plans, quantities, and engineer's estimate. The contract book and specifications are complete, and all certifications are obtained prior to holding the PS&E review.

2. PS&E Deliverables

- a. PS&E package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 1st)
 - xiv. 100% construction plans
 - xv. Engineer's opinion of probable cost
 - xvi. Contract book
 - xvii. Environmental clearance and certification documentation
 - xviii. SHPO's concurrence
 - xix. Right-of-way certification documentation
 - xx. Utility certification documentation
 - xxi. ITS certification documentation
 - xxii. Railroad certification documentation
 - xxiii. Work zone checklist
 - xxiv. All other applicable maintenance agreements
 - xxv. PS&E checklist
 - xxvi. Approved Public Interest Findings (PIFs) and/or variances if applicable

- b. Project Production Package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 15th)
 - xiv. Stamped and sealed construction plans
 - xv. Engineer's opinion of probable cost (including Construction Management if using federal funding to cover these expenses and utility relocation when applicable)
 - xvi. Contract book (may leave out wage decisions until ready to bid because they can change over time)
 - xvii. Environmental clearance and certification documentation, including signed environmental commitments sheet in the construction plans
 - xviii. SHPO's or THPO's concurrence
 - xix. Right-of-way certification documentation
 - xx. Utility certification documentation
 - xxi. ITS certification documentation

- xxii. Railroad certification documentation
- xxiii. Work zone checklist
- xxiv. All other applicable maintenance agreements
- xxv. Signed PS&E checklist
- xxvi. Approved PIFs and/or variances if applicable

f. Phase VI - Construction Engineering and Management Services

Construction Engineering and Management Services begins when the City advertises, bids and awards the project.

Upon request, the PE shall review bids and/or offers and provide an opinion to the City’s Central Purchasing Office as to whether the bids and/or offers fully address the Invitation to Bid and/or Request for Proposals, and shall recommend selection of a bidder or offeror with written justification for that recommendation.

When a contract is awarded by the City in relation to the project, the PE shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

- 5. Hold Transition Meeting with City Project Administrator and NMDOT/FHWA Staff to discuss the required project documentation, format for submittals, and procedures to be used to ensure adequate management of a federally-funded construction project.
- 6. Hold Preconstruction Conference.
- 7. Duties during construction:
 - xx. Daily documentation and maintain a project management diary
 - xxi. Verify all construction activities and documentation meet NMDOT and federal standards and policies
 - xxii. Supervise activities for government and third-party inspectors and office personnel
 - xxiii. Administer change orders in compliance with the change order provisions stated in the Tribal/Local Public Agency Handbook (current edition).
 - xxiv. Coordinate all project activities
 - xxv. Maintain public relations
 - xxvi. Address all problems and/or concerns related to project designs and plans.
 - xxvii. Approve all project documentation and submittals (including source books, certificates of compliance, National Pollutant Discharge Elimination System (NPDES), payrolls, subcontracts, traffic control diary, quality control plan, and testing reports).
 - xxviii. Enforce contractor’s compliance with contract requirements (i.e., Buy America, Disadvantaged Business Enterprise (DBE), EEO, traffic control/safety, etc.)
 - xxix. Administer monthly progress payments
 - xxx. Reject defective and/or non-compliant material and workmanship, in accordance with the contract
 - xxxi. Interpret the plans and specifications
 - xxxii. Verify construction activities meet contractor schedule

- xxxiii. Designate a person familiar with Storm Water Pollution (SWPP) Plan Preparation and Maintenance to review the work of contractors and provide an opinion on compliance to the Public Works Director, when applicable. In order to be considered “familiar,” that person would need to have attended the Associated Contractors of New Mexico (ACNM) class “Storm Water Qualified Person” or equivalent.
 - xxxiv. Approve the contractor’s Quality Control Plan per Section 902, Quality Control, of the NMDOT Standard Specifications at least two weeks prior to the start of any work being performed that requires QC testing for acceptance. Once the Quality Control Plan is approved, PE shall verify that it is on file.
 - xxxv. Review and approve any proposed changes to the traffic control plan at least two weeks prior to implementation. Ensure the revisions have been designed in accordance with 23 CFR § 630 Subpart J – Work Zone Safety and Mobility and 23 CFR § 630 Subpart K – Temporary Traffic Control Devices and are stamped by a current New Mexico Licensed Professional Engineer. If any part of the revised traffic control will be located on an NMDOT roadway, concurrence from the District Traffic Engineer is required prior to approval by the City project manager. Unapproved changes shall not be allowed in the field.
 - xxxvi. Ensure proper B2Gnow and LCPtracker reporting.
 - xxxvii. Review and approve progress payments.
 - xxxviii. Prepare for Project Closure and Final Inspection
8. Duties after construction
Prepare and submit the Final Package to NMDOT.

In all cases where the PE is responsible for acceptance of a deliverable, payment of invoices remains subject to acceptance by city staff pursuant to Section 3(D) above.

2. Standard of Performance; Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to general engineering and construction management services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed AMOUNT (\$AMOUNT), **excluding/including** gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling AMOUNT (SPELL OUT AMOUNT) (\$ NUMBER AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT (\$AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this**

Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract **shall terminate four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1- 150 through 152.

5. Termination

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of Cityship by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the RFP#24001 “On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design” and the Contractor’s response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof

of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the

Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Regina Wheeler, Public Works Department Director,
City of Santa Fe,
P.O. Box 909
Santa Fe, New Mexico 87504-0909
rawheeler@santafenm.gov.

To the Contractor: [insert name, address and email].

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER [Pick One + name]

NAME

DATE: _____

TITLE: _____

DATE: _____

CRS#: _____
Registration #: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY’S OFFICE:

Kevin L. Nault

Kevin L. Nault (Feb 1, 2024 14:31 MST)

ASSISTANT CITY ATTORNEY – **FOR RFP ONLY**

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

APPENDIX J

EARLY NEIGHBORHOOD NOTIFICATION

For your information only. Do not send with your proposal.

Early Neighborhood Notification (ENN) Applicability to City Capital Improvement Projects

ENN is required for certain types of city capital improvement projects requiring review by the governing body as follows:

- (i) facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities;
- (ii) new projects or projects to expand or extend service to new service areas included in the capital improvement plan or general plan;
- (iii) any new road construction or reconstruction of an existing road that materially expands capacity; and
- (iv) projects funded out of capital impact fee funds.
- (v) any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars (\$150,000) in cost; construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars (\$150,000) in cost.

The following types of capital improvement projects do not require ENN:

- (i) replacement, repair or maintenance of underground facilities where such activity does not represent a material expansion of existing facilities;
- (ii) road maintenance, repair, surfacing or resurfacing, striping, curb and gutter or sidewalk repair or maintenance, sign maintenance, signal repair, shoulder work, bridge or culvert maintenance work; and
- (iii) special assessment districts covered by state law or city ordinance.

Summary Notices to Meet ENN Guidelines (not all of the agencies may be needed for every project):

20 days in advance:

Project Consultants submit to City Project Administrator Meeting Notice Letter for review and Approval.

15 days in advance:

City Project Administrator

Email: to Santa Fe City Council members and the mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BPAC members, City of Santa Fe Land Use Department,

interested individuals, neighboring condominium / apartment associations and neighborhood associations

City PrimeGov: Post notice of ENN meeting on PrimeGov

Social Media: City's Facebook – Coordinate with Michaela Beggins, Communications Manager
Community Engagement Department
(505) 469-0946

Project Consultants

Mail: Meeting notice (first class mail) to property owners and physical addresses within 300' of project boundary and neighborhood associations within 300' of project boundary

Posters: At least (1) (preferably 2, but subject to availability) 4'x5' City of Santa Fe Notification Board

Newspaper: Display advertisement in a local daily newspaper of general circulation stating the date, time and place of the public hearing

City Project Administrator

Contacts:

OPTIONAL: One week in advance:

Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe Land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

OPTIONAL: One day in advance:

Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

Additional References

Section 14-3.1(F) of the Santa Fe City Code for a complete representation of all regulations pertaining to Early Neighborhood Notification
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