

Town of Silver City
Request for Proposals
RFP 10/11-3P
Professional Design Services for
Hidalgo Medical Services Public Health Facility

Submission of Proposal Date and Time:

February 3, 2011 2:00pm

/s/

Approval:

Alex C. Brown, Finance Director/Town Manager

/s/

Anita Norero, Acting Purchasing Agent

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

**Legal Notice
Request for Proposal**

Qualifications-based competitive sealed proposals for design professional services will be received by the Town of Silver City, New Mexico, at **City Hall, Purchasing Department, 101 West Broadway, Silver City, New Mexico.**

Proposals duly delivered and submitted will be opened and read for providing the following services, on the date and time reflected below:

Design Professional Services
For the Hidalgo Medical Services Public Health Facility
RFP 10/11-3P
Closing: February 3, 2011
2:00 pm Mountain Standard Time

Any proposals received after stated closing date and time will be returned unopened. Further details regarding this proposal may be obtained at the Purchasing Office Department of the Town of Silver City, by calling (575) 538-3731 ext 6373 or on the Town of Silver City's website at www.townofsilvercity.org.

Until the final award by the Council of the Town of Silver City, said Town reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed or otherwise when the best interest of the Town will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of opening.

Town of Silver City
By: Anita Norero
Acting Purchasing Agent

Publish: Silver City Daily Press Dates: January 4, 2011

- Purchase order number must appear on all invoices submitted for payment. Tear sheet and notarized affidavit must be sent with all invoices.

Purchase Order Number: _____

SECTION I INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Town of Silver City requests the submission of proposals prepared by professional architects, engineers and surveyors leading to the possible award of contract for the pre-development and development services outlined below for the new Hidalgo Medical Services Public Health Facility. The project will accommodate medical, dental, mental health and family support services, as well as health professional housing and training facilities.

B. PROJECT DESCRIPTION

The Town of Silver City requests the submission of proposals prepared by professional architects, engineers and surveyors leading to the possible award of contracts for the pre-development and development services outlined below for the new Hidalgo Medical Services Public Health Facility. The project will combine three (3) facilities in a new comprehensive health center. The project will replace the current 11,000 square foot Med Square Clinic and two satellite facilities with a new 30,000 square foot medical, dental, mental health, family support services facility, as well as, health professional housing and training facilities.

C. SCOPE OF WORK

1. Architects/Landscape Services

- a. Programming Phase
- b. Schematic Phase
- c. Design Development Phase
- d. Bidding and Negotiations Phase
- e. Construction Administration Phase
- f. Post-Construction Phase

2. Surveyors

- a. Property Boundary Survey
- b. Topographic Survey
- c. Easement Survey
- d. Right-of-Way Survey
- e. Inspection Report

3. Engineers

- a. Study and Report Phase (PER)
- b. Preliminary Design Phase
- c. Final Design Phase
- d. Bidding and Negotiations Phase
- e. Construction Phase
- f. Operational Phase

4. **Planning Studies**
 - a. Mapping and/or Zoning
 - b. Other Planning Tasks
5. **Additional Services**
 - a. Permitting
 - b. Right-of-Way Acquisition

D. SCOPE OF PROCUREMENT

The scope of the procurement includes the services required to accomplish the task and complete the deliverable described in the detail scope of work. The term of the contract will be for a period beginning the day after the award of this contract ending one year from that date with the option to extend for one additional year if mutually agreed upon.

E. PURCHASING AGENT

1. The Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose name; address and telephone number are listed below.

Anita Norero, Acting Purchasing Agent
Town of Silver City
101 W Broadway
Silver City, NM 88061

Telephone: (575) 538-3731 ext 6373
Fax: (575) 534-6377

2. All deliveries via express carrier should be addressed as follows:

Anita Norero, Acting Purchasing Agent
Town of Silver City
101 W Broadway
Silver City, NM 88061

3. All deliveries via mail services should be addressed as follows:

Anita Norero, Acting Purchasing Agent
Town of Silver City
P.O. BOX 1188
Silver City, NM 88062

4. Any inquiries or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Inquiries and requests made to other Town employees or to members of a board or council will not be answered.

F. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviation.

1. **Contract:** Means and agreement for the procurement of items of tangible personal property or services.
2. **Contractor:** Shall mean successful offeror.
3. **Department:** Means the issuing department.
4. **Desirable:** The terms “may”, “can”, “should”, “preferable”, or “prefers” identify a desirable or discretionary item or factor for the Department to determine.
5. **Determination:** Means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
6. **Professional Evaluation Committee (PEC):** Means a body appointed by the Department management or Town Council/ Mayor to perform the evaluation of offeror proposals. The Procurement Manager shall provide only technical assistance requested by the PEC.
7. **Evaluation Committee Report:** Means a report prepared by the Procurement Manager and/or the PEC for submission to the Council for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
8. **Finalist:** Defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
9. **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 will result in the rejection of the offeror’s proposal.
10. **Offeror:** Any person, corporation, or partnership who chooses to submit a proposal.
11. **Procurement Manager:** The person or designee authorized by the Town to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
12. **Request for Proposals or RFP:** Means all documents, including those attached or incorporated by reference, used for soliciting proposals.
13. **Responsible Offeror:** An offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or services facilities, personnel, service reputation and experience are adequate to make a satisfactory delivery of the services or items of tangible personal property described in the proposal.
14. **Responsive Offeror or Responsive Proposal:** An offeror or proposal, which conforms in all material respects to the requirements, set forth in the request for proposals. Material respects for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

SECTION II
CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Agent	01/04/2011
2.	Pre-Proposal Conference	PEC	01/18/2011
3.	Distribution List Response Due	Potential Offeror	01/19/2011
4.	Deadline to Submit Additional Questions	Potential Offeror	01/24/2011
5.	Written Question Response to RFP Amendments	Procurement Manager	01/26/2011
6.	Submission of Proposal	Offeror	02/03/2011
7.	Proposal Evaluation, Selection of Finalist, Best/Final Offers/Presentations and Negotiations	PEC	02/04/2011 thru 02/10/2011
8.	Shortlist Announcement	Procurement Manager	02/11/2011
9.	Oral Presentations	PEC, Offeror	02/16/2011
10.	Award(s) Submission Recommendation To Procurement Manager	PEC	02/17/2011
11.	Contract Award	Procurement Manager Town Council	02/22/2011
12.	Protest Deadline	Proposers	03/09/2011

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Town of Silver City, Finance Department on **January 4, 2011.**

2. **Pre-Proposal Conference**

A Pre-Proposal conference will be held at Town of Silver City, City Hall Annex located at 1203 N. Hudson, Silver City, NM on **January 18, 2011 at 10:00am MDT**. Potential offerors are encouraged to submit written questions in advance of the conference to the Purchasing Agent. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All pre-submitted questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

3. **Distribution List Response Due**

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **January 19, 2011**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. **Deadline to Submit Additional Written Questions**

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **January 24, 2011**, written questions must be addressed to the Procurement Manager.

4. **Response to Written Questions/Proposal Amendments**

Written responses to written questions and any Proposal amendments will be distributed on **January 26, 2011** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. This form should be signed by the offeror's representative, dated and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

6. **Submission of Proposals.**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE

NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON February 3, 2011. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to **RFP 10/11-3P Design Professional Services for Hidalgo Medical Services Public Health Facility.** Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors during the evaluation and negotiation process.

7. Proposal Evaluation

The evaluation of proposals, selection of finalist, final offers, presentations and negotiation will be performed by the PEC. This process will take place from **February 4, 2011 and February 10, 2011.** During this time, the Procurement Manager or the PEC chairman may at their option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Shortlist Announcement

If the PEC in its evaluation deems it necessary to require oral presentations from the offerors, it will provide a shortlist to the Procurement Manager who will announce the shortlist on **February 11, 2011.**

9. Oral Presentations

Oral presentations will be scheduled by the Procurement Manager to be provided to the PEC and are currently scheduled for **February 16, 2011.** Any requirements for the oral presentations should be coordinated with the Procurement Manager. The presentation shall be no longer than one hour with an additional hour and a half for questions and answers with the PEC.

10. Submission of Recommendation of Award(s) to Procurement Manager

The Advisory Board will submit all recommendations for the award to the Procurement Manager by close of business on **February 17, 2011**

11. Contract Award

The PEC will prepare a recommendation for award. The Governing Body of the Town of Silver City will consider the recommendation at a public meeting scheduled to be held at 7:00pm on **February 22, 2011** at the Grant County Administration Center, 1400 Highway 180 E, Silver City, NM 88061. This date is subject to change at the discretion of the Finance Director of the Town of Silver City.

The contract award shall be made to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points.

12. Protest Deadline

Any protest by an offeror must be in conformance with protest procedures set out in the Town Procurement Procedures. The fifteen (15) day protest period shall begin on the day following the contract award and will end as of close of business on **March 9, 2011**. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town Purchasing Agent. The protest must be addressed and delivered as follows:

Anita Norero, Acting Purchasing Agent
Town of Silver City
P.O. Box 1188
Silver City, NM 88062

Protests received after the deadline will not be accepted.

C. OTHER GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Procurement Procedures of the Town of Silver City and the ordinances of the Town of Silver City.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. 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 Town of Silver City personnel will not merge, collate, or assemble proposal materials.

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

5. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

6. Termination

This proposal solicitation may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such actions to be in the best interest of the Town of Silver City.

7. Number of Responses

Proposers shall submit only one proposal.

8. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

9. Disclosure of Proposal Contents

The proposals will be kept confidential until the Town of Silver City Council awards a contract. At that time, all proposals and documents pertaining to the proposal will be open to the public, except for the material, which is proprietary or confidential. The Procurement Manager or the Advisory Board will not disclose or make public any page of proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies a trade secret in accordance with the Uniform Secrets Act, 57-3A-a to 57-3A-7 NMSA, 1978.

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

c. If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed.

The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates the Town of Silver City or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is approved by the Town of Silver City and other appropriate authorities.

11. Termination

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

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted the contractor as final.

13. Legal Review

The Agency requires that offerors agree to be bound by the General Requirements contained in this RFP. Any offeror must be promptly brought to the attention of the Procurement Manager.

14. Governing Law

Ordinances of the Town of Silver City and the laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

15. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or this RFP should be used as the basis for the preparation of offeror proposals.

16. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

17. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

Should an offeror object to any of the Town's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language that would be acceptable to the Town. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency 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.

18. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Town of Silver City.

19. Contract Deviations

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

20. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer.

21. Right to Waive Minor Irregularities

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

22. Change in Contractor Representatives

The Town reserves the right to [request/require] a change in contractor representatives if the assigned representatives are not, in the opinion of the Town, meeting its needs adequately.

23. Notice
Notice – The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
24. Agency Rights
The Agency reserves the right to accept all or a portion of an offeror's proposal.
25. Right to Publish
Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the Town's written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in a disqualification of the offeror's proposal or termination of the contract.
26. Project Reporting
The contractor will prepare a monthly written status report for submittal to the Town Executive Administrative Assistant. Written status reports will include as a minimum a discussion of claims progressed, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.
27. Ownership of Documents
All materials, work papers, meeting notes, design documents, or other documents produced by the contractor shall be the property of the Town of Silver City. The original and one copy of all such documents shall be indexed and placed in appropriately labeled binders and delivered to the Town Executive Administrative Assistant at the conclusion or termination of the contract.
28. Ownership of Proposals
All documents submitted in response to this Request for Proposals shall become the property of the Town of Silver City.

SECTION III INSTRUCTIONS FOR RESPONSES

A. ELIGIBILITY FOR CONSIDERATION

1. COMPLIANCE WITH SUBMISSION DEADLINE

- a. The response for this project must be submitted in its entirety by the deadline specified on the front cover.

- b. No responses, or portion thereof, will be accepted for consideration after the specified deadline.

2. COMPLIANCE WITH RFP REQUIREMENTS

- a. Each response that is forwarded for evaluation must meet the requirements specified in this RFP.
- b. Failure to submit all required items may result in an Offeror's submittal being found non-responsive
- c. Any submittal found non-responsive will not be considered for selection for this project.

3. NUMBER OF RESPONSES

- a. Offerors shall submit only one proposal for each organization.

4. NUMBER OF COPIES

- a. Offerors shall deliver six (6) identical copies of their proposals to the location specified in Section I, on or before the closing date and time for receipt of proposals.

5. PROPOSAL FORMAT AND ORGANIZATION

- a. All proposals must be typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc) and placed within an instrument left hand bound.

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

- 1) Letter of Transmittal
- 2) Table of Contents
- 3) Proposal Summary
- 4) Evaluation Criteria – in the order listed in Section IV
- 5) References
- 6) Offeror's Additional Terms and Conditions (If Applicable)

6. LETTER OF TRANSMITTAL

- a. A letter of transmittal must accompany each proposal. The letter of transmittal MUST:

- 1) identify the submitting organization;
- 2) identify the name and title of the person authorized by the organizations to contractually obligate the organization;
- 3) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- 4) identify the names, titles and telephone numbers of the persons to be contacted for clarification;
- 5) be signed by the person authorized to contractually obligate the organization;
- 6) acknowledge receipt of any and all amendments to this RFP;
- 7) social security number or federal tax identification number

7. CRITERIA.

- a. Each of the criteria in Section IV must be specifically addressed.
 - 1) Responses should include, but not necessarily be limited to, the information included with each of the criteria.

8. REFERENCES

- a. Provide the name address and telephone number of three references for which the offers has performed work for. **The Town of Silver City shall not be used as a reference.**

B. RIGHT TO REJECT PROPOSALS

- 1. Subsequent to the issuance of this RFP, the Town reserves the right to reject any and all proposals received in response to this RFP.
- 2. In exercising this right, the Town accepts no liability for any cost incurred by any firm or firms preparing responses to this RFP.

C. CONFLICT OF INTEREST

- 1. No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

D. CONTACT WITH MEMBERS OF THE PROFESSIONAL EVALUATION COMMITTEE

- 1. Members of the PEC are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a selection has been made.
- 2. Firms are requested not to contact PEC members regarding this award. Firms failing to comply with this request may be deemed ineligible for consideration for selection.

E. REQUESTS FOR INFORMATION/ CLARIFICATION

- 1. Any firm requesting additional information and/or clarifications relating to this project shall direct such requests to the individual specified as contact person on the cover sheet.
- 2. Requests should be made, in writing, per the attached schedule. Requests may be transmitted by facsimile machine (FAX). No questions will be answered by telephone.

F. REUSE OF PLANS

- 1. The plans, drawings and specifications on any project started or completed under this contract are subject to reuse in accordance with applicable New Mexico Statutes.

G. CHANGES IN PROJECT TEAM FOR SHORTLISTED FIRMS PLEASE NOTE

- 1. Any change in the Project team of short listed firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluations criteria.

2. Any changes in the project team of a short listed firm should be brought to the attention of the Town as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentation, to the individual specified as contact person on the cover sheet of this RFP.
3. Decreases in scoring may result from the reconsideration of changes in the project team of a short listed firm.
4. No increases in scoring will result from the reconsideration of changes in the project team short listed firm.

H. CHANGES IN RFP REQUIREMENTS

1. No interpretation, explanations or clarifications of requirements of this RFP will be made, or can be relied upon, unless issued in the form of an RFP addendum.
2. Any addenda issued on this RFP shall become a part of the RFP and shall supersede previous requirements, conditions and time frames specified in the RFP and/or previous addenda.
3. If an addendum is received after the proposal has been submitted, mark as received and return. If the late addendum changes your proposal in any way, send a revised proposal. That proposal must be clearly marked as a revised proposal.

I. ACCEPTANCE OF APPLICABLE POLICIES AND PROCEDURES

1. Firms responding to this RFP agree by submission of such response to accept and comply with the Town policies and procedures that apply to the selection process for this project.
2. Any concerns, or issues, relating to current policies and procedures may be addressed with Town staff, but separate from this selection process.

J. INSURANCE REQUIRMENTS

1. The following insurance coverage is required for the award of this contract:
 - a. Worker's Compensation and Employer's Liability Insurance:

Employer's Liability:

Limit Each Accident	\$100,000
Limit Disease Aggregate	\$500,000
Limit Disease Each Employee	\$100,000

Commercial General Liability Insurance

General Aggregate	\$300,000
Products- Completed Operations Aggregate	\$300,000
Personal and Advertising Limits	\$300,000
Each Occurrence	\$300,000

Fire Damage (Any One Fire)	\$50,000
Specific Contract Aggregate Limits	\$50,000
Business Injury & Property Damage Liability: Combined Single Limit Each Accident	\$300,000
Professional Liability: Each Claim and Aggregate	\$300,000

SECTION IV RANKING AND EVALUATION CRITERIA

A. EVALUATION CRITERIA

1. **Specialized Design and Technical Competence - (Maximum Points – 25)**
 - a. Indicate if services will be provided by applicant or by sub-consultant firm. When services are to be provided by sub-consultant firm, include sub-consultant firm's name and specify what services will be provided.
 - b. Relative to the scope of services for the project, describe the specific abilities of the firms.
 - c. Describe how you plan for the services and how those plans are to be executed.
 - d. Include any innovative approaches to providing the services or to implementing the project.
 - e. Briefly describe your quality assurance/quality control program.
2. **Capacity and Capability - (Maximum Points – 20)**
 - a. Offeror's capacity and capability to perform the work, including any specialized services.
3. **Ability of Professional Personnel - (Maximum Points – (20)**
 - a. Attach resumes only for key personnel of the project team, which includes any sub-consultants detailing past experience as it relates to similar type of projects.
 - b. Submit separate organizational charts delineating personnel assigned to planning, designing and construction services.
4. **Past Record of Performance with Similar Projects - (Maximum Points – 20)**
 - a. List a maximum of five (5) recent projects, preferable during the past 5 years, to indicate proficiency in similar work.

- b. Indicate the past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
- 5. Familiarity with the Town of Silver City and with New Mexico- (Maximum Points – 5)**
- a. Offeror's and proposed key personnel's familiarity with the Town of Silver City, it's surroundings and setting.
 - b. Offeror's experience in New Mexico and in dealing with New Mexico funding, administrative and regulatory agencies.
- 6. Current Volume of Work - (Maximum Points – 5)**
- a. A volume of work score will be applied to the evaluation score for each offeror submitting a response to the RFP.
 - b. The volume of work not 75% completed with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected.
 - c. The offeror should indicate the volume of work they currently have underway with the Town of Silver City that is less than 75 percent complete.
 - d. Range of points will be:

<u>Value</u>	<u>Points</u>
None	5
\$1 - \$25,000	4
\$25,001 to 50,000	3
\$50,001 to 75,000	2
\$75,001 to 100,000	1
\$100,001 +	0

- 7. Fee Schedule – (Maximum Points – 5)**
- a. Architectural, Engineering and Surveyor Services Fee, to include time to execute services.

B. ORAL PRESENTATION

- 1. Oral presentations by the short listed offerors may be required on this project for short listed offerors.
- 2. Oral presentations will be made to, and rated by, the PEC.
- 3. The final ranking of the shortlist will be based on the Offeror's scoring from the oral presentations (max 25), as well as the PEC evaluation scoring prior to oral presentations.

RFP 10/11-3P
Request for Design Professional Services
Evaluation Scoring Sheet

CRITERIA AND POINT VALUES

Offerors:

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

Rating Sheet for:

Offeror: _____

ITEM	POSSIBLE POINTS	SCORE
PLANNING & DESIGN SERVICES		
1. Specialized Planning & Design and Technical Competence	25	
2. Capacity and Capability	20	
3. Ability of Professional Personnel	20	
4. Past Record of Performance	20	
5. Familiarity with the Town of Silver City and with New Mexico	5	
6. Current Volume of Work	5	
7. Architectural, Engineering and Surveyor Services Fee Schedule.	5	
SUBTOTAL PLANNING & DESIGN SERVICES	100	

ITEM	POSSIBLE POINTS	SCORE
CONSTRUCTION SERVICES		
1. Specialized construction management experience	20	
2. Specialized experience with start up assistance to the owner of the new facility	15	
3. Capacity and capability of the consultant to perform the work within the Town's timeframe.	15	
4. History of past performance on the five similar projects itemized in PLANNING & DESIGN SERVICES in Item Number 4, including the record of bid amount versus final close out contract amount.	10	
5. History of claims on five similar construction projects and their resolution. The offeror should detail their claims avoidance approach and construction management philosophy.	10	
SUBTOTAL CONSTRUCTION SERVICES	70	
TOTAL SCORE	170	

APPENDIX A
Request for Proposals
Acknowledgement of Receipt Form

RFP 10/11-3P
Professional Design Services for
Hidalgo Medical Services Public Health Facility

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Appendix B.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than the close of business on **January 19, 2011**. This will also ensure that you will receive copies of all Offeror's written questions and the Town's written responses to those questions as well as RFP amendments, if any are issued.

The company listed below does/does not (circle one) intend to respond to the Request for Proposals.

ORGANIZATION: _____

REPRESENTED BY: _____ TITLE: _____

EMAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to: Anita Norero, Acting Purchasing Agent
101 W. Broadway St.
P. O. Box 1188
Silver City, NM 88062

Phone: (575) 534-6373
Fax: (575) 534-6377
Email: purchasingagent@qwestoffice.net

APPENDIX B
DRAFT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this (day) day of (month), 2011 by and between the Town of Silver City (TOWN) and (name of contractor/company) (CONTRACTOR), whose address is (address).

WHEREAS, the (Department), has determined that it is in the best interest of the Town to contract for (briefly describe services).

WHEREAS, (Contractor name) has been determined most qualified to perform services as described in the Scope of Services through (means of determination such as interviews, statement of qualifications...).

WHEREAS, (any other information pertinent to this agreement may be added).

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services: (Scope of services to be inserted)

Time of Performance: Agreement will commence on the date first written above and will continue through (insert date) contingent on the availability of funds. The Town of Silver City reserves the right to extend this agreement on a yearly basis for a period not to exceed (insert) years. Such extensions shall be sent in writing to the Contractor, and shall indicate what period of time the extension shall cover. Further, the Town and the Contractor reserve the right to terminate this agreement in writing for no cause by giving thirty (30) days notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the Town agrees to pay the Contractor:

(Insert compensation method agreed upon). In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of (\$ insert) for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices for contacts, mileage and long distance telephone reimbursements to the (contact person in charge of agreement). (Contact person in charge of agreement) will submit signed and approved invoices to the Town Accounts Payable Department. Any request for compensation or reimbursement will refer to an approved Purchase Order Number. Payment shall be net 30 days from receipt of invoice to the Town Accounts Payable Department.

Support: (insert if applicable)

Independent Contractor: Neither the contractor or its employees are considered to be employees of the Town of Silver City for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the Town under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Town as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipts taxes and other deductions by law for any compensation received from the Town.

Indemnity: The Contractor agrees to defend, indemnify and hold harmless the Town and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against the Contractor for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

Reports and Information: At such times and in such forms as the Town may require, there shall be furnished to the Town such statements, records, reports, data and information, as the Town may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Agreement. Except as otherwise authorized by Town, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the Town as directed by the Town Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The Town and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the Town Council.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the Town agree to pay all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

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 agreement may be terminated by the Town.

Safety: Contractor shall abide by the policies, rules and guidelines required by the Town of Silver City employees when on Town property for the purposes of this Agreement.

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the Town.

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

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the Town of Silver City.

TOWN OF SILVER CITY

P.O. Box 1188
Silver City, NM 88062

Alex C. Brown
Town Manager

CONTRACTOR

(Name)
(Address)
(City, State, Zip)
(Telephone Number)

(Person to obligate
company & title)