



RFP COMPLIANCE DECLARATION

RFP Title: Griggs-Walnut Plume Superfund Remediation Project

RFP Number: 08-09-548

RFP Due Date/Time: April 22, 2009 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos. _____ is hereby acknowledged.
(Where none received, place the figure (0) zero in this space.)

Company Name and Address

Authorized signature

Typed or Printed Name

Title of Authorized Person

Telephone number _____ Fax number _____

E-Mail Address _____ Las Cruces Business License _____

State of Incorporation _____ NM In-State Bidder's Number _____

Federal I.D. number _____ New Mexico CRS number _____

**CITY OF LAS CRUCES
REQUEST FOR PROPOSAL**

RFP TITLE : Griggs-Walnut Plume Superfund Remediation Project

RFP NO. : 08-09-548

DUE DATE/TIME : April 22, 2009 / 4:00 p.m.

I. GENERAL:

- A. The City of Las Cruces (City), A New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering an agreement for engineering services as described herein.
- B. Responses to this solicitation must be received by the above DUE DATE/TIME at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A, "General Conditions of Proposing" plus Chapter 24 of the City's Municipal Code incorporated herein by reference.
 - 1. **Inquiries and Related Addenda:**
Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City, Doña Ana County, EPA, elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.
- C. A pre-proposal conference will be held on April 7, 2009 at 10:00 a.m., at Las Cruces Utilities Building, 680 N. Motel Blvd., Room 150. It is not mandatory to attend the pre-proposal conference but all prospective proposers are encouraged to attend to obtain additional details or to inquire for more details regarding this solicitation. Inquiries will be addressed at this meeting followed by written addendum(a) as deemed appropriate by the City.
- D. The term of the agreement will be for the time period established in the professional services agreement between the City and the Consultant as required to complete the delivery of the contracted services.
- E. The City intends to award to the highest ranking single respondent to meet its need for services based upon the criteria herein.

II. BACKGROUND:

In 1993, New Mexico Environment Department (NMED) identified PCE (perchloroethylene or tetrachloroethylene) contamination in four of the City of Las Cruces Public Water Supply Wells. In June 2001, the Environmental Protection Agency (EPA) added the Griggs-Walnut Plume to the National Priority List (66 Federal Register 32235) and initiated the Remedial Investigation and Feasibility Study. The City of Las Cruces began planning this project in phases. The four phases planned for the project include:

Phase I – Evaluation of Treatment Technologies

Phase II – Conceptual Design

Phase III – Design and construction of a facility to treat PCE from well numbers 18 and 27

Phase IV – Design and construction of a new groundwater extraction well and treatment

In June 2006, the “Uranium and PCE Treatment- Phase I Evaluation of Treatment Technologies” was completed. EPA completed the Remedial Investigation and Feasibility Study Reports in November 2006. In February 2007 the PCE Treatment – Phase II Conceptual Design was completed. An administrative order and statement of work will soon be issued by EPA based on the Proposed Plan, which is documented in the July 2007 Record of Decision.

Although Phases I & II are complete, the City of Las Cruces and Doña Ana County wish to utilize state and federal funding, where a Preliminary Engineering Report (PER) will be required to meet funding requirements for the project. Funding for this project may include, but is not limited to the City of Las Cruces, Doña Ana County, New Mexico Finance Authority (NMFA), and the Environmental Protection Agency (EPA). The City of Las Cruces will be the fiscal manager for the project. Funds are available for the PER, design, and construction for full implementation of the project.

The following documents can be found at <http://donaanacounty.org/superfund/>

Phase I – Evaluation of Treatment Technologies

Phase II – Conceptual Design for PCE Treatment

Phase II – Conceptual Design for Uranium Treatment

EPA’s Feasibility Study Report

EPA’s Remedial Investigation Report

EPA’s Record of Decision

EPA’s Statement of Work

EPA’s Unilateral Administrative Order (UAO) (or most recent draft)

This project may be wholly or partially funded with United States Environmental Protection Agency funds, and therefore may be subject to any or all federal cross cutter requirements. However, neither the United States nor its department’s agencies or employees is or will be party to this request for proposal or any resulting contract.

III.SCOPE

The scope of services for this project include the following Tasks in accordance with NMED, EPA, or other federal, state and/or agencies guidelines as applicable:

- A. Preliminary Engineering Report - A preliminary engineering report in accordance with NMED guidelines shall be completed. Six copies of the preliminary and final report shall be provided along with three digital copies (one in Word Perfect format and one in Word format and one as a pdf file) of the final report.
- B. Environmental Information Document - An environmental information document (EID) shall be completed meeting all potential funding agency guidelines. Coordination with appropriate agencies will be required in order to receive any required approvals or Findings of No Significant Impact (FONSI) including appropriate and required public meetings. Attached is a letter to NMFA with a checklist from Marron and Associates, Inc., which may be of help. Six copies of the preliminary and final EID shall be provided along with three digital copies (one in Word Perfect format and one in Word format and one as a pdf file) of the final EID.
- C. Design - Complete preliminary and final design and provide 12 sets of plans and specifications for each. Preliminary design drawings may be submitted on 11"x 17" paper. Final design shall include one set of reproducible 24" x 36" drawings and 8½" x 11" specifications and 12 copied sets of each. Preliminary and final construction cost estimates are required with design submittals. Cost estimates shall include means and methods utilized for estimate generation with justifications for changes between preliminary and final. Consultant will be responsible for obtaining interim sampling and updated model (Ground Water Flow and Solute-Transport Model) results from the City (or from the City's consultant) and use this information for design. Treatment must meet applicable requirements and regulations of the Safe Drinking Water Act.

Naturally occurring Uranium in groundwater within the area of the plume could cause the need for additional treatment. In the event this occurs, Additive Alternate 1 will apply.
- D. New Extraction and Supplemental Well - This task will include Office of the State Engineer permitting, well design, well construction procurement through the City of Las Cruces procurement and construction administration. This task can be completed concurrently with Task 3, but well construction should be completed by the time Task 3 is ready for construction procurement.
- E. Bidding and Award - Prepare bidding documents and arrange with City of Las Cruces for the advertisement for bid. Answer questions during bid and prepare addenda, attend pre-bid meeting, review bids and prepare recommendation of award and contract document execution.

F. Construction Administration:

1. Prepare pre-construction agenda, run pre-construction conference, provide pre-construction conference minutes.
2. Meetings - Attend construction meetings and conduct site visits as warranted. Respond to Requests for Information (RFI), prepare change orders for City/County review and approval. Review submittals for accuracy and pay estimates. Approved submittals shall be forwarded to City of Las Cruces at the time of approval. Attend substantial completion inspection meeting and prepare appropriate paperwork along with punch list, attend final inspection and coordinate and assist with final close out documents for construction. Progress reports shall be submitted monthly that include work accomplishments in previous month, expectations for next month and issues needing to be resolved, as a minimum throughout the project.
3. Produce record drawings as referenced from field markups and change orders provided by the contractor. Provide two sets of record drawings on 24" x 36" reproducible bond and two sets in digital format (one in AutoCad and one as a pdf file).

G. Operation and Maintenance (O&M) Manual and Operator Training - Provide five(5) hard copies and three electronic sets of (one in Word format, one in Word Perfect format, and one pdf file) of a project specific O&M manual which describes equipment and procedures for the operation of the treatment and coordinates with the information in the manufacturer O&M manuals which are provided with the equipment. Prepare lesson plans based on the O&M manual and provide on-site and in person training to personnel responsible for the operation of the treatment system. A minimum of 10 hours in-depth training of staff is required. Hard copy lesson plans are to be provided along with three electronic sets (one in Word format, one in Word Perfect format, and one pdf file).

H. Document Management - Ensure all project documents are identified with project number, name and date. All records and reports are to be transferred to the Department in an organized manner. Electronic copies of information shall be clearly identified in files on each CD.

I. Compliance meetings and reporting to EPA and/or NMED. Consultant will be required to provide compliance reports for EPA and/or NMED as specified in the order and the statement of work.

J. Project Closeout - Prepare and assist with final project close out documents with funding and regulatory agencies.

K. EPA Compliance as outlined in EPA's administrative order and Statement of Work.

IV. PROPOSAL CONTENT:

A. Technical Proposal: Content shall include the following items and in the sequence presented:

1. To address Evaluation Criteria No. 1 below, provide description of the proposed technical approach including of all professional, technical and customary work to be performed
2. To address Evaluation Criteria No.2. below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.
3. To address Evaluation Criteria No. 3. below, provide the following:
 - a. Description of past CERCLA contracts similar to the scope herein that have been completed by the firm.
 - b. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.
 - c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.
4. To address Evaluation Criteria No. 4. below, provide the following:
 - a. Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.
 - b. Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.
 - c. A project time schedule, operational/management approach, major tasks to be accomplished, and a detailed statement of services to be provided under each task.
5. To address Evaluation Criteria No. 5, below, provide the following:
 - a. Names, addresses and telephone numbers of previous clients, (Minimum of three CERCLA related), including contact person for each client and the name of the subject project.
6. To address Evaluation Criteria No. 6, respond to Schedule A requirements herein and organize response according to this Section IV. sequence.

B. Cost Proposal Content:

Enclosed herein as SUPPLEMENT A is cost proposal sheet to be completed and submitted in a separate envelope per Schedule A requirements. The cost proposal will not be used in the evaluation of the RFP, so, Section II (B) of Schedule B herein will not apply but the cost proposal will be used as a basis for negotiating a contract. The cost proposal must contain the following:

V. PROPOSAL EVALUATION AND SELECTION:

- A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee in accordance to the procedures incorporated within enclosed Schedule B – “Proposal Scoring and Evaluation” Information”.

EVALUATION CRITERIA:

	WEIGHT (Percent)
1. Technical approach to the project.	20%
2. Qualifications/competence of project team members to perform project	25%
3. Capacity and capability of the firm to perform the project, and to do so in a timely manner.	25%
4. Management structure and approach to the Project including time-line, task breakdowns And assignments	15%
5. Performance of the firm with previous clients, Based upon quality of the work, control of Costs, ability to meet schedules or deadlines And responsiveness to the client.	10%
6. Clarity of proposal.	<u>5%</u>
Total	100%

- B. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Las Cruces Utility Board for review and approval. Contract(s) will have been negotiated prior to the committee’s recommendation and may follow the format of the contract enclosed herein.

RFP SUPPLEMENT A**CITY OF LAS CRUCES AND DONA ANA COUNTY
GRIGGS-WALNUT REMEDIATION PROJECT
RFP COST PROPOSAL**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Preliminary Engineering Report	LS	1		
2	Environmental Information Document excluding public meetings.	LS	1		
3	EID/FONSI Related Public Meetings	EA	4		
4	Preliminary Remediation System Design	LS	1		
5	Final Design	LS	1		
6	Extraction Well Design, Bid, CA	LS	1		
7	Bidding and Award	LS	1		
8	Construction Administration	LS	1		
9	Operation & Maintenance Manual and Operator Training	LS	1		
10	Project Scheduling	LS	1		
11	Document Management	LS	1		
12	Project Closeout	LS	1		
13	EPA Compliance as outlined in EPA Appendix C	LS	1		
Base Total excluding NMGR					

Submitted By

Date

Alt. 1				\$	
Alt. 2				\$	

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this date, _____ 20__, by and between the City of Las Cruces, New Mexico, hereinafter called "City" and Company Name _____, of Street Address, City, Town, State, Zip Code, _____ hereinafter called "Contractor". The contract term shall commence on date of the City's Notice to Proceed for a term of _____ days.

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

CONTRACTOR shall render in a satisfactory and proper manner the SERVICES set forth in Contract Exhibit A and B, attached hereto and made a part of this Agreement.

3. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement not to exceed an amount of \$ _____, excluding NMGRT.

CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

CONTRACTOR is responsible payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this contract.

4. CHANGES AND EXTRA SERVICES

The CITY may make changes within the general scope of this Agreement. If CONTRACTOR is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify the CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONTRACTOR may initiate such notification upon identifying a condition, which may change the SERVICES agreed to on the effective date of this Agreement.

That party of the other party's written notification of a proposed change must provide any such notification within five (5) days from the date of receipt. In the event that the parties hereto as to a particular change cannot reach agreement, the issue shall be resolved pursuant to Article 17.

The CITY may request CONTRACTOR to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and CONTRACTOR shall perform such extra services and will be compensated for such extra services when they are reduced to writing, mutually agreed to, and signed by the parties hereto amending this Agreement accordingly.

The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment.

5. SCHEDULE

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and Contractor in Exhibit B. CONTRACTOR will initiate services following City Council acceptance of the proposal and with approval of Project Manager.

6. DELAYS

CONTRACTOR shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay.

CONTRACTOR shall provide the CITY with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

7. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the City's prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR contained shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

8. SCOPE OF AGREEMENT

That this Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

9. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR's retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Contract.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

10. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of such projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

11. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense to protect it from claims as follows:

- a. Professional Liability: \$1,000,000 per claim

12. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

13. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

14. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by both parties to this Agreement.

15. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

16. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR's breach and recover any and all costs and expenses in so doing from CONTRACTOR.

17. DISPUTE RESOLUTION

In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

18. ASSIGNMENT.

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

19. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

20. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The City's decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

21. APPLICABLE LAW

CONTRACTOR shall abide and be governed by all applicable state law, City ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: _____,

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: *Company Name*
 Address and Street
 City, State and Zip
 ATTENTION:

Company

THE CITY OF LAS CRUCES

By: _____

By: _____

--

Principal

Purchasing Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney



SCHEDULE A

GENERAL CONDITIONS FOR RFP RESPONSES

1. Proponents are advised that this solicitation for proposals is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.
2. **Inquiries and Related Addenda:**

Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

 - a. Inquiries may be mailed or hand delivered to the address stated on Section 4. below, emailed to bidclerk@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
 1. All transmissions should include a cover sheet.
 2. Cover sheet shall contain:
 - a. The RFP number.
 - b. Opening Date and Time of the RFP.
 - c. Proponent name, contact person, phone number, and return fax number.
 - b. No inquiries will be answered by telephone including the results of this solicitation. As such, verbal responses to inquiries are not binding.
 - c. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
 - d. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
 - e. In the event addendum is received by a proponent after its proposal is submitted and forces a change to its proposal, the proponent must submit a revised proposal that is clearly marked as a revised proposal.
 - f. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.
3. **Proposal Format Requirements:**
 - a. Maximum of 15 pages, excluding title, index, transmittal letter, certifications and printed on one side only.
 - b. All pages must be numbered and typed in no less than 12 points per inch on one side only.
 - c. Must be bound on left hand margin, not single stapled on top left corner.
 - d. Include the RFP COMPLIANCE DECLARATION page completed and signed with each copy of technical proposal. This page will not be counted within the maximum page requirement stated above. FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO REJECTION.
 1. If applicable, respondents should provide business, tax, etc., registration numbers on RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
 - e. Include ten (10) copies of the technical proposal, unless otherwise specified in the RFP marked as **TECHNICAL PROPOSAL** and clearly showing the RFP number and proponent name. RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND WILL SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.
 - f. In separate, sealed envelopes, include ten (10) copies of the cost proposal, unless otherwise specified in the RFP, marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

- g. Enclose both the Technical Proposal and Cost Proposal envelopes in one shipping container to be mailed or delivered to the Purchasing Department. Cover envelope or shipping container should be marked as stated in Number 2, a..2, a) & b), above plus have the respondent's return address prominently marked for identification.
- h. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
- i. No other materials are to be submitted, unless specifically requested in proposal.

4. Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
P.O. Box 20000
Las Cruces, NM 88004

If Hand Delivered (FedEx; UPS, etc):

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
1501 E. Hadley, Room 1
Las Cruces, NM 88001

- a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days. and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
- b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened,
- c. Faxed proposals will not be accepted.

5. The City of Las Cruces reserves the sole right to:

- a. Determine responsible respondents and responsive proposals.
- b. Determine and waive minor technicalities in the RFP's from requirements not affecting price, quality, quantity of items, or services sought.
- c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- d. Reject any or all responses/proposals and terminate the rfp process.

6. Law Application:

- a. Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

7. Award:

- a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- b. Whenever proposals are reviewed by the City Selection Advisory Committee (SAC) and upon request by the proponent, a summary of the results is mailed to the proponent(s), after award recommendation is finalized.
- c. Successful proponent will receive notice of award via a purchase order or will be contacted to coordinate contract.



LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM

Bid/Proposal No. _____

Business Name: _____

Business Location:

Address: _____

City: _____

Zip Code: _____

Current City of Las Cruces Business Registration number: _____

Expiration date: _____

Business Type:

_____ Corporation – Indicate state of incorporation: State: _____

_____ Partnership – Indicate “general” or “limited”: _____

_____ Sole Proprietorship

_____ Individual

Basis for Preference: (CHECK ONE ONLY)

_____ Ten (10) or more of the business’ employees are residents of the City or 25% or more of the business’ employees are residents of the City, whichever is greater.

_____ The business is a corporation with 25% of its employees being residents of the City.

_____ The business is a partnership with residents of the City owning a majority beneficial interest in the partnership.

_____ The business is a sole proprietorship owned by a resident of the City.

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

THIS FORM IS REQUIRED WITH RFP RESPONSE TO OBTAIN LOCAL PREFERENCE



NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Bid/Proposal No. _____

Business Name: _____

Business Location:

Address: _____

City: _____

Zip Code: _____

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: _____

In-State Manufacture Certification number: _____

In-State Contractor Certification number: _____

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ **Title:** _____ **Date:** _____

THIS FORM IS REQUIRED WITH RFP RESPONSE TO OBTAIN IN-STATE PREFERENCE



SCHEDULE B

PROPOSAL SCORING AND EVALUATION INFORMATION

SCORING CRITERIA

Each member shall rate each proposal on each criterion by scoring proposals according to the following standards:

- | | | |
|---|---|--------------------|
| 5 | = | Excellent |
| 4 | = | Exceeds Acceptable |
| 3 | = | Acceptable |
| 2 | = | Marginal |
| 1 | = | Poor |
| 0 | = | Unresponsive |
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I. PHASE I EVALUATION

Utilizing only the materials provided by the Purchasing Section, and only the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This will entail multiplying the score determined by the member for each criterion by the weights listed on the form and totaling the scores for each respondent. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Purchasing Section.

At the committee meeting, the Purchasing staff member will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing staff member who, after compiling and totaling all scores, will discard the highest and lowest score for each respondent and re-calculate a total of the remaining scores which will establish a PHASE I score for each respondent.

Unless interviews are otherwise waived by the RFP solicitation, the committee will conduct interviews if:

1. The estimated cost for the required services exceeds \$100,000.00, or,
2. If construction is part of the project, the construction cost exceeds \$1,000,000.00, or,
3. A majority of the members present determine interviews are in the best interest of the City.

Should interviews be determined to be conducted, the highest scoring respondent and respondents scoring within ten (10) percent of the highest scoring respondent will be interviewed. If there are less than three (3) respondents within the top ten (10%) percent, then the top three respondents regardless of the relative scores, will be interviewed. The Purchasing staff will coordinate with the qualifying interviewees as to the time, date and place for the interviews and the time allowed for each interview. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly score each interviewee in accordance with the RFP criteria and the scores will be added to the previous scores of the interviewees to arrive at a composite Phase I score.

The PHASE I point total will be the basis for considering respondents for PHASE II of the evaluation process.

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II. PHASE II: EVALUATION

Respondents whose PHASE I scores are within ten percent of the highest PHASE I score will be considered in PHASE II of the evaluation process along with the respondent with the highest PHASE I score. All other responses will be eliminated from further consideration.

A. Bonuses and Deductions

Unless otherwise waived by the RFP solicitation, the following factors will be incorporated into the PHASE I scores of those respondents being considered in this PHASE II evaluation process:

1. Preference Factor – Additional Points

The City applies a preference factor to scores of respondents who contribute to the local and state economy. As such, additional points shall be given to each respondent having a fully staffed office located within the City and complying with all requirements of LCMC 1999, Section 24-100, "Resident and Local Preference." A preference factor of 5% will be added to the PHASE I score by each individual rater for each PHASE II respondent to get a total score.

$\text{PHASE I score} \times .05 = \text{Additional Preference Factor Points.}$

2. Equitable Distribution of Business Factor – Point Deduction

The City wishes to ensure that the City's business is distributed in an equitable manner to respondents interested in competing for City projects. To meet this goal, the committee will deduct points for each City project for which a respondent is under contract. This applies to all contracts of the City except open ended, multiple-source awarded contracts with appraisers, surveyors, lawyers, etc. with whom the City contracts on an as needed basis.

A project is under contract from the time City Council awards the contract and remains under contract until the final payment is made. Ten (10) points per project under contract shall be deducted from the PHASE I score for each individual rater. (If five (5) individual raters are included in the committee, a total of 50 points shall be deducted from the Phase I score for each project which is under contract; if six (6) individual raters are in the committee, a total of 60 points shall be deducted from that score for each project which is under contract.

B. Cost Evaluation – Additional Points (Optional)

The City is a municipal corporation charged with providing certain services to residents and responsible for prudent management of public funds. Recognizing that the lowest cost for professional services does not necessarily meet the public's best interest, the City has developed the following procedure to evaluate proposed cost:

1. Cost will not be evaluated if:

- a. During their review of the draft RFP/RFQ, the committee, by a minimum of five (5) affirmative votes, determined to evaluate proposals based on non-cost factors only and to exclude cost as a factor.
- b. The score of the top respondent exceeds the next highest score by more than ten (10) percent as calculated prior to the PHASE II evaluation process.

2. When cost is a factor to be evaluated, it shall be evaluated through application of the following method:

- a. A cost proposal of each of the PHASE II firms will be opened.
- b. A cost ratio will be calculated for each of the proposals by dividing the lowest cost proposal by the specific cost proposal for each respondent.
- c. Additional points for each proposal will be computed using the following formula:

$[(\text{Lowest Cost/Respondent's Cost}) \times 0.2] \times \text{Respondent's PHASE I Score} = \text{Additional Points}$

III. AWARD RECOMMENDATION

- A. The committee will base its award recommendation on the highest score resulting from PHASE I and PHASE II evaluations. Final scores will be the sum of the PHASE I AND PHASE II points.

NOTE: The terms "consultant", "respondent", "vendor", "contractor", and "proponent" are used interchangeably in Schedules A and B.