REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 p.m., Aug 8, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:
Water Rights Consulting and Legal Services

Proposal Forms and Specifications may be obtained from the following location:
1700 N GRAND AVE
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Water Rights Consulting and Legal Services Opening No. 2017-05 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

RICHARD TRUJILLO, CITY MANAGER

H. CHICO GALLEGOS, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. ~~2016-29~~ 2017-05 Date Issued: 7·12·16

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www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): Water Rights Consulting and Legal Services

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }
} ss
COUNTY OF _____ }

I, _____ of lawful age, being of first duly sworn in oath, say that] am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Aug 8, 2016; 2:00 p.m.; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: August, 2016. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND *KICKBACK*

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal this delayed will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

APPLICATON OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under; (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
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)

REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION AND LEGAL SERVICES RELATING TO WATER RIGHTS AND PROVISION OF WATER UTILITY SERVICES FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Water Rights Consulting and Legal Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Water Rights Consulting and Legal Services on an as needed basis, as hereafter stated.

The duties shall include the following services:

Offeror will provide Water Rights Consulting and Legal Services in the following areas:

a. Knowledge of New Mexico Water law and water rights administration.
b. Knowledge of issues regarding the administration of the Gallinas River including the Upper Pecos Underground water basin.
c. Knowledge of State Engineer water management regulations.
d. Knowledge of State Engineer administrative hearing, and litigation processes.
e. Negotiation efforts to settling water rights litigation.
f. Perform Water Rights Accounting and advise City personnel on proper daily diversion and water management.
g. Assist and advise the City on potential water rights purchases and leases including applications.
h. General Water Resource Planning and Management.
i. Serve as Technical Expert in Water Rights Hearings.
j. Knowledge of 40 year water development planning.
k. Upper Gallinas Stream Forecasting and Diversion Modeling.
l. Assist and advise the City on adjudicated water rights.
m. Provide other water rights consulting services as needed.

The agreement term will be for one year with the option for renewal up to four years.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. PERSONNEL EXPERIENCE:

4. EXPERIENCE IN WATER RIGHTS SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. EXPERIENCE AS A WATER RIGHTS CONSULTANT:

The Offeror shall demonstrate at least five (5) years of proven performance working as a Water Rights Consultant.

6. DOCUMENTATION:

The Offeror shall provide documentation of education, certifications and, qualifications. Respond to this section as Section G in Offeror's proposal.

7. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

8. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

9. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

10. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

11. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than

one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub- proposal or quoting prices to other Offerors or making a prime proposal.

12. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

13. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: NM water law, water rights, management regulations and water rights accounting, Surface water diversion and reservoir management ability..... 30%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach control of costs, quality of work, and meeting deadlines.....15%

3. Past Record of Performance and Familiarity with Water Rights services, provide a summary of three related projects itemized in item number 1 above, including contact information:.....15%

4. Familiarity with the Gallinas and Las Vegas area in which the work will be performed.....30%

5. Proximity to Las Vegas New Mexico.....10%

14. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether

an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

15. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

16. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

17. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1- Contractor
2- Owner
3- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:
(1) Notice to Offerors
(2) Instructions and Information for Offerors
(3) Proposal
(4) Cost
    a) Breakdown pricing for lodging
    b) miles traveled, travel time, misc. travel expense,

(5) Contract Agreement
(6) Performance Bond
(7) Labor and materials Payment Bond
(8) General conditions and Provisions of the Scope of Service
(9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form
F. Cost
    1) Breakdown pricing for lodging
    2) miles traveled, travel time, misc. travel expense,

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Water Rights Consulting Services

Offeror:_____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP – WATER RIGHTS CONSULTING SERVICE		
1. Personal/Personnel Experience	30	
2. Capacity and Capability	15	
3. Past Record of Performance	15	
4. Familiarity with the City of Las Vegas and land use regulations	30	
5. Proximity to Las Vegas New Mexico	10	
TOTAL	**100**	