

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., ^{July 5} , 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

METROPOLITAN REDEVELOPMENT ACT PLAN UPDATE SERVICES

The PROPOSAL FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office, 1700 N. Grand Ave. Las Vegas, NM 87701

Copies of the PROPOSAL FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office, 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: METROPOLITAN REDEVELOPMENT ACT PLAN UPDATE SERVICES, RFP No. 2017-32; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to ensure 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, the bid 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.

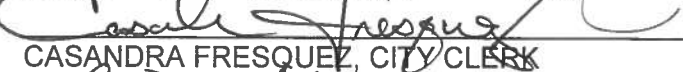
CITY OF LAS VEGAS



RICHARD TRUJILLO, CITY MANAGER



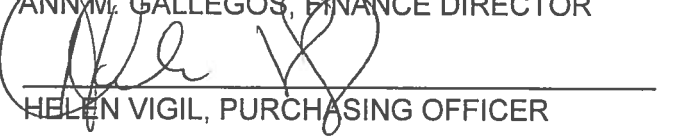
CORINNA LASZLO HENRY, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



ANN M. GALLEGOS, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-32

Date Issued: 6/14/2017

Published: LAS VEGAS OPTIC 6/21/, 2017
www.lasvegasnm.gov 6/21/, 2017
Albuquerque Journal 6/21/, 2017
Santa Fe New Mexican 6/21/, 2017

OFFEROR INFORMATION

OFFEROR _____

AUTHORIZED AGENT _____

ADDRESS _____

PHONE _____

FAX _____

DELIVERY _____

STATE PURCHASING RESIDENT CERTIFICATION NO. _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

SERVICE(S) METROPOLITAN REDEVELOPMENT ACT PLAN UPDATE SERVICES _____

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

AFFADAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____

COUNTY OF _____

I, _____ of lawful age, being the first duly sworn in oath, say that I 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 _____, 2017.

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD PROPOSAL CLAUSES

Awarded Proposal: Awarding of Proposal shall be made to the responsible Offeror whose proposal best meets the required specifications. The City reserves the right to reject or accept any or all Proposals submitted and to waive an insubstantial irregularity in the form of the proposal.

All contracts shall be presented to the Governing Body for approval.

Timetable: Proposals 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 2:00 pm, July 5, 2017.

Receipt and Opening of Proposals:

Receipt, Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established date.

Opening, Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§NMSA 1978). The opening will occur at the City Offices. Awarding of proposal is projected for _____ 2017. The successful Offeror will be notified by mail.

Envelopes: Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by METROPOLITAN REDEVELOPMENT ACT PLAN UPDATE SERVICES 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) impose a third degree felony penalty for bribery of a public official or public employee. The New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee, and (Section 30-24-2 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 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 the 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 opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time, set proposal thus delayed will not be considered.

Non-Collusion: In signing the proposal and affidavit, the Offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in the connection with the submitted Proposal.

Clarification of Proposal: Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Community Development Department 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 date 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.

Application 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 Certification 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 Offeror 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 Offeror is subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505)827-0700 for registration instructions.

New Mexico (CRS) Tax Identification Number _____

Campaign Contribution Disclosure Form: The Offeror shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

Special Notice: Proposal will be opened and all submitted copies will be checked for accuracy of specific number 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 proposal are not public record to other Offerors or interested parties before the negotiation or awarding process. The Community Development Department 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.

Cost Pricing Data: Based on the attached scope of work, estimated professional service fees and other anticipated costs for specific portions of the project should be submitted in table format.

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. If the Offeror is from outside the City of Las Vegas, the successful Offeror must pay Gross Receipts Tax in the City of Las Vegas. The successful Offeror will be required to obtain a Business Registration/License from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2007), 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)

DESCRIPTION

The City is requesting qualified professional services for the update of the City’s existing Master Plan to perform the Metropolitan Redevelopment Act Plan as defined by the Metropolitan Redevelopment Code (NMSA 1978, § 3-60A-8 (1979)) on behalf of the City of Las Vegas, NM. Any qualified and selected offerer must be approved by the New Mexico Economic Development Department prior to execution of any contract under this Request for Proposal.

SCOPE OF WORK

**City of Las Vegas and MainStreet de Las Vegas
Downtown Metropolitan Redevelopment Area Plan (MRA) Scope of Work**

The City of Las Vegas and MainStreet de Las Vegas organization adopted a Las Vegas Downtown Action/MRA Plan (“the Plan”) in 2010. This Plan needs to be updated as per the scope of work described below and adopted as a Metropolitan Redevelopment Area (MRA) Plan. The 2010 Downtown Action Plan/MRA Plan, and the MRA Designation Report approved by resolution by the City Council are available for review from the City and NM MainStreet.

Required Downtown Master Plan Outline

A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. The Downtown MRA

Plan examines existing conditions and assets, analysis of the core MRA economic market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and specific funding sources for each priority project for the MRA's future physical improvements, economic uses, and regulations. When adopted by the City Council, the Downtown MRA Plan becomes a living document that guides MRA revitalization and public and private sector investment for several years.

Scope of Planning Services to be Performed

The following tasks are identified as the Scope of Work that the planning consultant team will be requested to perform in preparing the Downtown MRA Plan.

A. Existing Conditions/Asset Inventory

An inventory and mapping of existing conditions will be performed that will include, but not be limited to, existing land use, zoning, public land ownership, transportation networks and traffic volumes within the MRA boundary and related neighborhoods. An asset inventory will also be completed determining the significant cultural and historic features and buildings, opportunity sites for redevelopment, and major regional attractions.

Prepare an overview of the history and settlement of the community and identify key historical or cultural events or populations that can serve as contributing to a place-based identity for the MRA.

A map of opportunity sites and potential revitalization projects will be developed for the MRA area summarizing the results of the inventory.

B. Market Analysis

- Market research will be conducted that will include the following information:
- Overview of existing downtown, municipal and regional commercial and housing market conditions,
- Overview of demographics of city and regional markets including skill base, education and disposable income,
- Recent history of downtown services and retail including types of businesses, numbers in each area, turnover rates,
- Competitive related markets and nodes in same segments,
- Trends driving the current market,
- Regional influences impacting the MRA,
- Potential opportunities in repositioning the downtown market including underserved Markets,
- Assess where there may be gaps that could be filled by new businesses and what types of skills residents may have to contribute.
- Interviews with commercial realtors will be conducted to identify residential and business types that are undersupplied in the MRA,
- Determination of the types of housing projects (ownership vs. rental, single family vs. multifamily, size of units) will be made that best meet the market needs for the area,
- Assess the feasibility for uses such as retail, office, housing, hotel and cultural (such as museums, arts and entertainment) uses,
- Economic positioning of downtown in relation to the development of the entire community including business recruitment and retention,
- Tourism, especially heritage tourism, including the positioning of the Arts and Cultural District.

C. Downtown Vision and MRA Plan

Through the community participation process, create a vision for the downtown that reflects its historical context and present opportunities and assets to serve as an aspiration for the community's future. This process will result in the preparation of a Metropolitan Redevelopment Area (MRA) Plan as per New Mexico Redevelopment Code statute.

1. Develop a Downtown MRA Plan for the area that:

- Allocates new and future land uses and revitalization projects in the downtown based on the community input and market study that will create a sustainable downtown based on the *MainStreet 4 Point*

Approach[®]. A sustainable downtown is more than “green buildings”; it encompasses the adaptive reuse of existing buildings, conserves energy, water and cultural resources, reduces greenhouse gas emissions, promotes economic development and vitality, and celebrates the cultures and traditions of the community.

- Integrates the preservation and conservation of existing historic buildings and cultural properties into the planning and design of MRA projects and identify the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts. Contact and coordinate with NM Historic Preservation Division (HPD) staff for information related to historic buildings and districts.
- Evaluates transportation/transit, traffic, and pedestrian issues related to the proposed improvements in the area creating a walkable pedestrian-friendly environment through pedestrian enhancements and traffic calming measures. Contact and coordinate with NM Department of Transportation (NMDOT) District Engineer Office and the NMDOT Planning/CSS Division staff for existing information and proposed projects in the town.
- Determines vacant, underutilized and/or available land and buildings within the plan area that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land.
- Review the City Zoning Code and recommend changes to the Code that will provide incentives and foster implementation of the plan.

2. Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment into the downtown. Projects should include increasing the town’s job creation, economic redevelopment, livability, walkability, placemaking, and serve to support and enhance its authentic and unique sense of place.

3. Develop a Downtown Wayfinding system that includes the following elements:

- Consultation with the City of Las Vegas, MainStreet de LV Mainstreet and LV Arts and Cultural District on project needs, branding and conceptual ideas for the system.
- Conceptual design of the Wayfinding system. The approach to this system will be from the perspective of a *Wayshowing* system of showing visitors how to get to the downtown area, then knowing where to go once they are there. The Wayfinding system will be the path for the traveler to follow to the destinations. This will include strategically-located public parking areas to identify as “Park-Once” elements from which to lead the pedestrians to the appropriate destinations.
- Identify Gateways and Entries;
- Identify the list of destinations to be incorporated into the wayfinding signage;
- Create Pedestrian signage/kiosks based on the City’s approved logo and design standards;
- Create Vehicle signage based on the City’s approved logo and design standards;
- Identify locations for the Pedestrian signage with the appropriate destinations to be listed on each sign;
- Identify locations for the Vehicle signage with the appropriate destinations to be listed on each sign;
- Develop a cost estimate for the fabrication and installation of the wayfinding signage system.

D. Implementation Strategies/Priorities

A prioritized and phased Implementation Plan will be developed consisting of revitalization projects and strategies that the MainStreet board and the City can follow for the successful implementation of the Plan and the long term sustainability of the MRA. Priority catalytic projects will range from small projects that can be implemented through partnerships with the City and the community’s MainStreet board using local volunteers and staff, to larger projects that may require Capital Outlay, Legislative and/or Federal funding. Project priorities will be determined through a community-based prioritization process. Projects will have specific funding sources identified to do each project.

E. Funding Sources

The consultant will identify funding sources applicable to the MRA and community to implement the plan including but not limited to CDBG, TIF, TIDD, LEDA, Lodgers Tax, and other state and federal sources of funding. The narrative will be based on an evaluation of the municipality's financial capacity and the best financial tool(s) to accomplish priority projects within the Downtown/MRA Plan. The contractor shall make assessment of the MRA and determination and findings required for the City to adopt a Metropolitan Redevelopment Area MRA.

F. Community Participation Process

The consultant will prepare the Plan through an intensive community process that will include at a minimum the following steps:

- Organize and conduct regular meetings with a Steering Committee regarding the MRA Plan.
- Conduct and facilitate a two-day public design workshop that utilizes a dynamic planning process, e.g., a *charrette*, to solicit and record the communities input on their ideas of revitalization projects and programs to include in the outcome of the Plan. Use this opportunity to solicit volunteers who may want to be involved in the local MainStreet organization or on a task force to implement the MRA Plan's projects.
- Prepare a draft MRA Plan, and present that Plan to the Steering Committee and participants from the public workshop. Provide an opportunity for review and provide comment of the draft Plan to New Mexico MainStreet, NM Historic Preservation Division and NMDOT staff prior to any official action.
- Present the Final Plan to the Steering Committee, participants from the public workshop, and City officials.
- Revise the final Plan as required by NM MainStreet, other state and local agencies, and the City after their review of the final Plan. The final MRA Plan will be adopted by the City Council as per the State's NM Redevelopment Code statute.
- Deliver 25 final color hardcopy Plans to the community, and all digital text and mapping files in MS Word and ESRI ArcView formats. And two copies of the Plan in the same formats to New Mexico MainStreet.

CONTENT, FORMAT AND SUBMITTAL OF PROPOSALS

Offeror must provide information to address the ranking criteria listed hereinafter. The proposal should be concise and demonstrate an understanding of the project, experience in related projects, experience of personnel or sub-contractors (Include resumes), equipment and provide your own office space available to perform the work, technical approach to the project, and three references from other clients (Municipality specific is preferred, but not required). In addition, the Offeror must submit at minimum five (5) work samples of previous plans that are similar or specifically related to an MRA.

The submitted proposal must not exceed fifteen (15) pages and must be in a 12 point font with page numbers. Please note that title pages, table of contents, and addendums or attachments are not considered part of the 15 page narrative.

Offeror must provide six (6) copies of the proposal, including one (1) stamped original, which must be delivered to the City Clerk of the City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701, no later than ____ pm on _____, 2017.

Sealed proposal envelopes shall be clearly marked "Metropolitan Redevelopment Act Plan Update Services" RFP 2017-_____ on the outside of the envelope. Failure to comply with these requirements shall result in rejection of the proposal.

CRITERIA/RANKING

The City of Las Vegas will utilize a technical advisory team made up of, but not limited to designated City staff, MainStreet staff, Lodgers Tax Advisory Board members, Marketing Advisory Committee members, Design Review Board and/or other community members or stakeholders to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the minimum and mandatory requirements as stipulated within this Request for Proposals. Proposals found not to be in compliance will be rejected without further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

1. ***Experience of the Offeror, Specialized Services and Technical Competence - 25%***
Please describe the experience or related experience in the development of a Municipal Master Plan(s) or updates or similar document(s). Special attention will be paid to the Offerors ability to complete a thorough and stakeholder participatory Plan within a defined timeline on time and on budget.
2. ***Capacity and Capability - 15%***
Please describe your capacity and capability to perform assignments on short notice, in a timely basis, on budget, and to meet time frame set by the City for the planning and implementation of the MRA.
3. ***Past Record of Performance - 15%***
Provide a description of your past performance record on similar projects for other entity's and include three (3) letters of support and a minimum of three (3) references.
4. ***Familiarity with the City of Las Vegas - 5%***
Describe your familiarity with the City of Las Vegas in terms of a historical and cultural perspective and population as it relates to the economy of the City.
5. ***Las Vegas/San Miguel County Based Business - 5%***
Please describe if you are a San Miguel County or City of Las Vegas based business.
6. ***Approach to the Project - 10%***
Briefly describe your approach to the Scope of Work and include timelines and priorities for planning, facilitation, research, and implementation of the final MRA Plan.
7. ***Approach to Communicating with the City - 5%***
Briefly describe your approach in regards to communicating with the City of Las Vegas including upper management, Community Development Department, and designated staff and stakeholders.
8. ***Personnel Qualifications - 15%***
Include all relevant key personnel to be identified in this proposal with a summary of their experience and qualifications. Please include all resumes in the attachment section of this RFP.
9. ***Current Volume of Work being done for the City - 5%***
If an Offeror has other contracts with the City that are not at least 75% complete, it will be taken into account in ranking the proposal on the basis that the Offeror may be too busy to complete the work.

It is anticipated that the team will meet on _____, 2017 at City Hall, City of Las Vegas, for the purpose of ranking the proposals. The Advisory Team may, but is not required to, ask the top proposers to make an oral presentation at a time and place to be determined. It is anticipated that the final rankings and recommendation will be presented to the City Council at a regular work session on _____ 2017, TBA, at City Hall, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

Contractual Terms

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

Fees Schedule

A fee Schedule outlining the consultants personnel hourly rates and cost pricing data will be negotiated with the consultant and will be made part of the agreement.

Funding

This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when finds 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.

Term

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Ninety (90) 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. If no such notice of termination is given, then the contract shall automatically be renewed year to year for the four (4) years of the contract.

Termination

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination, neither party may nullify obligations already incurred prior to the day of termination. This notice requirement may be shortened only upon written agreement by the two parties. However, should the Consultant default in the Contract, the City retains the right to terminate this agreement immediately.

Timeliness

All work shall be performed in a timely manner, as requested.

Communication with the City of Las Vegas

The Consultant shall be required to periodically update the City of Las Vegas of the status of any project.

Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

Assignability

The Consultant shall not assign, sublet or transfer their interests in this Contract with another written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily.

Scope of Contract

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Contract.

Amendment

This Contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

Registration

All work shall be under the direction of the community Development Department by a consultant duly registered to do business in the State of New Mexico.

Professional Standards

The Consultant agrees to abide by and perform its duties in accordance with the ethics of its profession on all federal, state laws, and municipal ordinances and regulations regulating the practice of community planning.

Authority to Bind the City

The Consultant shall not have the authority to enter into any contracts binding the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

Notices

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's office or by mail or hand-delivery to the Consultant's office.

Subject to other Documents

This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

Insurance

The Consultant must at all times hold Professional Liability Insurance and other insurance required by law, including but not limited to, workman's compensation insurance. Proof of compliance with this insurance requirement is to be provided to City upon execution of this contract.

Conflict of Interest

The Consultant warrants that is presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

Method of Payment

The Consultant shall submit an itemized monthly statement of work performed on behalf of the City, to the Public Works Department; as outlined herein. The City will then make payment within thirty days.

Binding Effect

This Agreement shall be binding upon the heirs, personal representatives, assignees, and successors in interest of the parties hereto.

Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

CONTACT

For questions regarding this RFP, contact:

Annette Velarde
Community Development Coordinator
City of Las Vegas
505-454-1401 x 3221
amvelarde@ci.las-vegas.nm.us

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____

DATE: _____

RATING SHEET FOR:

METROPOLITAN REDEVELOPMENT ACT PLAN SERVICES

Offeror: _____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - METROPOLITAN REDEVELOPMENT ACT PLAN SERVICES		
1. Experience of the Offeror, Specialized Services and Technical Competence	25	
2. Capacity and Capability	15	
3. Past Record of Performance	15	
4. Familiarity with the City of Las Vegas	5	
5. Las Vegas/San Miguel County Based Business	5	
6. Approach to the Project	10	
7. Approach to Communicating with the City	5	
8. Personnel Qualifications	15	
9. Current Volume of Work being done for the City	5	
SUBTOTAL: METROPOLITAN REDEVELOPMENT ACT PLAN SERVICES	100	