

**REQUEST FOR  
PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m., April 8, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE  
MONTROYA RECREATION CENTER**

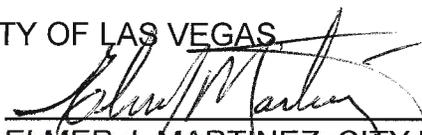
Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office or Public Works Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

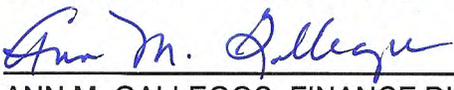
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTROYA RECREATION CENTER** Opening No. 2015-26; on the lower left-hand corner of the submitted 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

  
ELMER J. MARTINEZ, CITY MANAGER

  
CASANDRA FRESQUEZ, CITY CLERK

  
ANN M. GALLEGOS, FINANCE DIRECTOR

  
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-26

Date Issued: March 10, 2015

Published: Las Vegas Optic March 18, 2015

Albuquerque Journal March 17, 2015

City of Las Vegas website: [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): **ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTOYA RECREATION CENTER**

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: \_\_\_\_\_

## **STANDARD PROPOSAL CLAUSES FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND SUVEYORS**

### **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.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

### **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: April 8, 2015; 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: April , 2015. 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. (Section 30-24-2 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.

New Mexico (CRS) Tax Identification Number: \_\_\_\_\_

## 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. Successful bidder will be required to obtain a business registration from the City of Las Vegas prior to commencing any project within the City limits.

## 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)

## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount of this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
**(Signature of Business Representative)\***

\_\_\_\_\_  
**(Date)**

\*Must be authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statement are proven to be incorrect.

# CITY OF LAS VEGAS

## REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES TO THE CITY OF LAS VEGAS TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTROYA RECREATION CENTER

### I. INTRODUCTION

The City of Las Vegas, New Mexico is requesting proposals from licensed New Mexico Architects to contract for architectural services to the City to correct deficiencies found and suggest possible solutions that can be made to the facility. Phase I and II of the Abe Montoya Recreation Center has many parts and pieces, therefore, the proposed solution shall include work to repair and new systems to prevent future damage to the facility. An Evaluation and Assessment Report for the Abe Montoya Recreation Center was prepared by a consulting firm in October of 2014 and is available for review upon request. The recommendations outlined in this report will provide offers with an understanding of the scope of work anticipated for this project.

### II. SCOPE OF WORK

The architectural services offeror shall develop proposed building recommendations to include the following key elements: Programming, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and 12 month warranty. The project team as a minimum shall include Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing, and any other design consultants as may be required for the Abe Montoya Recreation Center Phase I and II which may require renovation of almost all aspects of the building. The architectural firm will propose and require both repair of damaged items and incorporate of new work which will prevent the humidity and water damage that has occurred. The architectural firm shall propose a complete solution comprised of upgrades and improvements to structural, architectural, and mechanical systems, which includes customary and incidental services pertaining to their field of expertise. Consideration of design will have to meet the uniform building code, plumbing code, all local codes, all state codes, OSHA requirements, American with Disability Act, standards of practice, and any other local and state requirements.

**ARCHITECT FEES TO BE NEGOTIATED BASED UPON SPECIFIC SCOPE OF SERVICES, REIMBURSABLE SPECIFIC CONTRACT REQUIREMENTS AND AVAILABLE FUNDING. THE OWNER INTENDS TO NEGOTIATE WITH THE SELECTED FIRM TO IDENTIFY THE CRITICAL CALENDAR DATES FOR COMPLETION OF DESIGN WORK. LIQUIDATED DAMAGES CHARGE NOT TO EXCEED \$1000 PER DAY MAY BE APPLIED TO THE ARCHITECT CONTRACT FOR FAILURE TO MEET THE APPROVED PROJECT SCHEDULE, AS MAY BE MODIFIED BY MUTUAL AGREEMENT.**

#### A. CRITERIAL FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

**Content and Format of Proposal:** Proposals should provide information to address the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform the work, technical approach to the project, and references. Examples of similar projects completed should be attached.

The format for proposals shall be a maximum of fifteen (15) pages, including title page, and index to include the front and back cover. Proposals shall be printed on one side only 8 1/2" x 11" paper, and bound on the left margin. A transmittal letter of any will be included in the fifteen (15) page limit. No other material is to be included other than examples of similar projects to be attached.

**Submittal of proposals:** One (1) original and six (6) identical copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than date and time specified on Legal Advertisement. Sealed proposal envelopes shall be clearly marked "**ARCHITECTURAL SERVICES FOR PHASE I AND II of the Abe Montoya Recreation Center**" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in rejection of the proposal.

**Ranking Criteria:** The City of Las Vegas will utilize a technical advisory team made up of City staff and Committee members to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance, will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

Proposals should address each of the following criteria. Each proposal will be awarded percentage points up to the amount listed in parentheses.

**1. Specialized Planning, Design and Technical Competence (30%)**

Offeror's personnel experience and competence in the area of similar projects. Briefly provide Offeror's view points on availability of grant funds to fund public works type projects. Offeror's personnel experience in grantsmanship planning, evaluation, design, preparation of bid documents, bid review, and construction observation of public works grant projects, specifically State of New Mexico.. Knowledge of state statutes and regulations as they relate to local ordinance, development planning, and subdivision regulations. The Offeror should be able to briefly address specific examples of related projects in other communities.

**2. Capacity and Capability (10%)**

Offeror's willingness, capacity, and capability to perform assignments on short notices and on a timely basis, as well as work with the City and public while making presentations before committees, funding agencies, and City Council, etc.

**3. Past Record of Performances (25%)**

Offeror's past performance record with State, Federal, and other funding sources, in grantsmanship regarding financing municipal public works projects. Knowledge of State and Federal regulations, specifications, contracts, guidelines, and programs. Offerors should provide a list of references with names and phone numbers.

**4. Familiarity with the City of Las Vegas and land use regulations. Explain in detail (20%)**

**5. Offerors' work to be done in Las Vegas, New Mexico (10%)**

Due to the nature of the work, it is anticipated that nearly all the work will be done in Las Vegas, New Mexico. Offeror should indicate the location at which the work will be done.

**6. Current volume of work with the City of Las Vegas (5%)**

**B. CONTRACTUAL TERMS**

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

**1. Fees Schedule to be negotiated.**

A fee schedule will be negotiated with the consultant and will be made part of the agreement by Exhibit "A" (see attached example).

**2. 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 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.

**3. Term**

The term of this agreement shall be at completion of the Project.

**4. 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 date of termination. This notice requirement may be shortened only upon a written agreement by the two parties. However, should the Consultant default in the Contract, the City retains the right to terminate this agreement immediately.

**5. Timeliness**

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

**6. 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.

**7. 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.

**8. Assignability**

The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to insure that the work is performed satisfactorily.

**9. 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.

**10. Amendment**

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

**11. Registration**

All work shall be under the direction of a Professional Engineer registered by the State of New Mexico.

**12. 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 engineering/architecture.

**13. Authority to Bind the City**

The Consultant shall not have the authority to enter into any contracts binding upon 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.

**14. 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.

**15. 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.

**16. Insurance**

The Consultant must at all times hold errors and omissions liability insurance of at least \$500,000.00, and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to City upon execution of this contract.

**17. 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.

**18. 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 by the 15<sup>th</sup> of the following month.

**19. Binding Effect**

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

**20. 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.

**C. DATE OF RECEIPT OF PROPOSALS**

Proposals pursuant to this Request for Proposals must be received at the location and before the date and time given in the advertisement.

**D. FORMAT FOR CONSULTANT SERVICES PROPOSALS**

1. Maximum of fifteen (15) pages, including title, index, to include the front and back cover.
2. Bound on left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of sheets only.
5. One (1) original and six (6) identical copies.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
7. No other material to be included unless otherwise requested.

**E. ENVELOPES**

Sealed proposal envelopes shall be clearly marked "**ARCHITECTURAL SERVICES FOR PHASE I AND II OF THE ABE MONTROYA RECREATION CENTER**" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in rejection of the proposal.

**F. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for the proposals. The proposal will be ranked by a committee as assigned by City Manager. It is anticipated that ranking will be completed by April, 2015. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offerors and will not negotiate with lower ranked offerors unless negotiations with the higher ranked offerors have been unsuccessful, and have been terminated.

**G. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City will not pay for any costs associated with the preparation or submission of proposals.

## CONDITIONS GOVERNING THE PROCUREMENT

This section of RFP outlines and describes the major events of the Selection Process and specifies general requirements.

### A. SEQUENCE OF EVENTS

- |  |   |
|--|---|
| 1. Issue RFP<br>Issue Date:                              | Public Works Department<br><u>March 15, 2015</u>  |
| 2. Questions/Clarifications                              | Purchasing Department<br>Date: <u>April 1, 2015</u><br>Close of Business  |
| 3. Pre-Proposal Meeting                                  | None  |
| 4. RFP Addendum  | Purchasing Department to Potential Offeror  |
| 5. Submission of Proposal                                | City of Las Vegas<br>Office of the City Clerk<br>1700 North Grand Avenue<br>Las Vegas, New Mexico 87701<br>505-426-3262 |
| Submission Deadline                                      | Date: <u>April 8, 2015</u>  |
| 6. Proposal Evaluation<br>Tentative Shortlist            | Evaluation Committee<br>Date: <u>April, 2015</u>  |
| 7. Pre-Interview meeting<br>Tentative Date (if required) | Evaluation Committee<br>Date: <u>April, 2015</u>  |
| 8. Notice of Finalists                                   | Public Works Department<br>To Be Determined   |
| 9. Interviews with Finalists<br>Tentative Interview Date | Evaluation Committee<br>To Be Determined  |
| 10. Notice of Award                                      | Public Works Director<br>Date: <u>May 2015</u>  |
| 11. Contract Negotiations                                | City (Owner) and Successful Offeror   |

**B. EXPLANATION OF EVENTS**

1. Issue RFP - This RFP is issued by the Public Works Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.
2. Questions/Clarifications/Site Visits - Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to contact the Purchasing Agent at (505) 426-3248 concerning any questions about the scope of the project or the RFP schedule.

Schedule any meetings through the Purchasing Agent.

3. RFP Addendum - Should any addendum to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an addendum requires a time extension, the proposal submission date will be changed as part of the written addendum.
4. Submission of Proposal - Proposals must be submitted in sealed envelopes, note the RFP# \_\_\_\_ "Architectural Services for Phase I & II of the Abe Montoya Recreation Center" in the lower left hand corner and addressed to:

City of Las Vegas  
RFP Number: 2015-26  
Office of the City Clerk  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701  
505-426-3262

**PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE CONSIDERED NON-RESPONSIVE.** The Purchasing Department staff will note the time and date on the proposal. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

Proposals will be reviewed, for completeness and compliance with requirements. Any proposal submitted that is deemed non-responsive will be notified in writing of such determination and the method of protesting that determination (see Section 11.C.1.). Determinations written will be mailed or electronically mailed to those affected.

5. Proposal Evaluation/Shortlist - The Evaluation Committee will review each Offeror's proposal. Each member, as outlined in Section V of this RFP, will allocate points. Each member's point totals will be translated into a numeric ranking of all proposals. The four individual member rankings will be totaled together to determine the overall ranking of proposals.

The Evaluation committee may hold interviews with the any number requested by the Evaluation Committee highest-ranked proposals. The Evaluation Committee may request that the award be selected based on the results of the shortlist. If fewer than three proposals are received the Evaluation Committee may recommend an award to the City Council for approval or direct that the RFP be reissued.

6. **Notice of Finalists** - Each responsive Offeror will be notified in writing as to the results of the shortlist. This notice will include the overall rankings awarded by the Evaluation Committee for all proposals submitted and will note firms selected for interview.
7. **Pre-Interview Meeting** - Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. **The Evaluation Committee will answer questions from the shortlist firms about the interview process. Also, at the Pre-Interview meeting, the Evaluation Committee shall issue the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the Evaluation Committee.**
8. **Interviews with Finalists** - For those proposals selected for interview, notices to finalists will include the interview date and time.
9. **Notice of Award** - The Public Works Department will notify finalists in writing of the final award. This notice will include the interview rankings of firms and the final combined rankings for the project award. At this time, all proposals that were submitted are open for public inspection for a period of thirty (30) days after the award.
10. **Contract Negotiations** - The City and the successful Offeror will begin contract negotiations as soon as possible after notice of award.

### **C. GENERAL REQUIREMENTS**

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed.

1. **Protests** - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Purchasing Agent. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

City of Las Vegas  
Office of the City Clerk  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701  
505-426-3262

The 15-day protest period shall begin on the day following the date of written notice of action from the Purchasing Department. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Subcontractors** - All work that may result from this procurement must be performed by the contractor and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a qualifications-based evaluation process, subcontracting of the work is not acceptable unless approved by the requesting department.
4. **Amended Proposals** - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously

submitted proposal and must be clearly identified as such in the transmittal letter. The Purchasing Department personnel will not collate or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Purchasing Agent. The approval or denial of with-drawal requests received **after** the deadline for receipt of the proposals is at the discretion of the Purchasing Agent.
6. Disclosure of Proposal Contents - The content of proposals will be kept confidential until the Purchasing Agent has made a written notice of a contract award. At that time, all proposals will be open to the public, except for the material, which is, or has previously been noted and deemed as proprietary or confidential.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

Pursuant to GSD Rule 87-601, Section 16.2, "If a citizen of this state requests disclosure of data, for which an Offeror has made a written request for confidentiality, the procurement officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data." In this instance, the "procurement officer" is the Purchasing Agent.

7. Termination - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Purchasing Agent determines such action to be in the best interest of the City of Las Vegas.
8. Sufficient Appropriation - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The contractor as final will accept the Owner's decision as to whether sufficient appropriations and authorizations are available.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

9. Standard Contract - The Owner does not deviate from its standard professional services contract. Any Offeror questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of the Purchasing Agent. A copy of the standard professional services contract is available from the Owner and made part of this RFP.
10. Offeror Qualifications - The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Public Works Department will reject the proposal of any Offeror who is deemed not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
11. Right to Waive Minor Irregularities - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory

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

12. **Notice** - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
13. **Release of Information** - Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
14. **Project Reporting** - In addition to planning and program meetings with the Owner and Using Department Representative as needed, the Offeror is expected to visit the site at least once a week during the construction phase, or as prescribed by contract agreement.
15. **Ownership of Documents** - The drawings, specifications and other project documents are the property of the Owner. The professional services contract has certain requirements as to the rights and responsibilities of the Owner and Engineer. Record drawings and documents are to be delivered to the Owner.

Record Drawings shall include a set of hard copy reproducible drawings and a set of electronic files as specified by the Owner. The Owner may require Electronic-CAD files of the Bid Documents as well as the as-builts or close out documents.

Offerors must provide verification of meeting Record Drawing provisions of the City of Las Vegas contracted projects. This must be clearly addressed on the project listing form. This includes verifying that Record Drawings showing as-built conditions have been turned into the City for said projects.

**Clarifications from Offerors** - The Evaluation Committee and/or the Purchasing Agent, after review of the proposals and/or interviews may request clarifications on information submitted by any and all Offerors.

16. **Disclosure Regarding Responsibility** - Any prospective Bidder/Offeror (hereafter Offeror) and any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with the City for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
  - A. Is presently debarred, suspended, proposed for debarment, or declare ineligible for any award of contract by any Federal entity, stage agency or local public body.
  - B. Have within a three (3) year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, make false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
  - C. Are presently indicted for, or otherwise criminally or civilly charged by any (Federal, state or local) government entity with, commission of any of the offenses numerating in paragraph B of this disclosure.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

#### B. NUMBER OF COPIES

Offerors shall provide one (1) original and six (6) identical copies of their proposal to the location specified in Section II, paragraph 8 on or before the closing date and time for receipt of proposals.

#### C. PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11". Limit the number of foldout sheets. Allowance of foldout sheets up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of fifteen (15) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the Purchasing Agent for clarification, prior to submittal of documents.

Material excluded from the fifteen (15) page maximum count shall include and shall be limited to:

- Front cover (blank on backside)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (blank except for title information)
- Certificate(s) of insurance
- Back cover (blank on one side)
- Project Listing Form (provided at end of this RFP)
- Campaign Contribution Form (provided at end of this RFP)
- Offeror Information Sheet

**ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.**

Any proposal deemed non-conforming by the Evaluation Committee or Purchasing Agent in regard to format will be considered non-responsive. Offerors shall contact the Purchasing Agent to clarify any questions concerning format prior to submission.

1. Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria are helpful.
2. Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (The following information will be required in order to contract for the project) should:
  - a. identify the submitting business;

- b. identify name and title of the person(s) authorized by the company to contractually obligate the business for the purposed of this RFP;
  - c. identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
  - d. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 11.C. of this RFP;
  - e. be signed by a person authorized to contractually obligate the Offerer;
  - f. acknowledge receipt of any and all amendments to this RFP;
  - g. contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP;
  - h. contain a statement indicating a commitment to comply with the ASHRAE STANDARD, ASHRAE/IES 90.1-1989, Energy Efficiency Design of New Buildings, and the New Mexico Model Energy Code. Also, that designs will incorporate water conserving fixtures and features; and,
  - i. contain a statement indicating a commitment to comply with to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
3. **Projects Listing Form** - Include with the submittal letter the completed Project Listing Form. A blank form is included at the end of this RFP. All prior Evaluation Committees awards to the proposing firm that are less than 75% complete shall be included on the form. Information determined to be inaccurate by the Project Manager/Department or Staff will be confirmed with the Offeror and corrected as necessary, prior to scoring by the Evaluation Committee.
  4. **Bidder Information Form** – Complete and Notarized.
  5. **Campaign Contribution Disclosure Form** – Complete and return per §13-1-191.1
  6. **In-State Veteran's Preference Form** - Complete and return per §13-1-21 or §13-1-22.

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>RATING SHEET FOR:</b>		
<b>Architectural Services for Rec Center</b>		
<b>Offeror: _____</b>		
<b>ITEM</b>	<b>POSSIBLE POINTS</b>	<b>POINTS AWARDED</b>
<b>RFP - A Architectural Services for Rec Center</b>		
1. Specialized Planning, Design and Technical Competence	<u>30</u>	
2. Capacity and Capability	<u>10</u>	
3. Past Record of Performance	<u>25</u>	
4. Familiarity with the City of Las Vegas and knowledge of type of work required	<u>20</u>	
5. Current Volume of Work Being Done for the City	<u>10</u>	
6. Approach to the Project	<u>5</u>	
<b>SUBTOTAL PLANNING &amp; DESIGN SERVICES</b>	<b><u>100</u></b>	



City Attorney's Office

Date: 3/10/15

I am in receipt of the document for review submitted by Finance.

The document has been reviewed by the City Attorney and is hereby:

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Other: \_\_\_\_\_

DAVE Romero  
Dave Romero, City Attorney