

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Aug 15, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PROFESSIONAL CONSULTING SERVICES TO INCLUDE GRANT CONSULTING, PLANNING, DESIGNING, AND ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 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

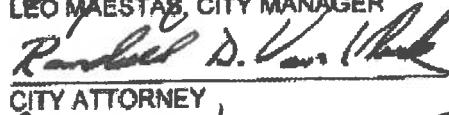
PUBLIC WORKS PROFESSIONAL ENGINEERING CONSULTING SERVICES

Opening No. 2024-02; 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


LEO MAESTAS, CITY MANAGER


RANDALL D. VAN HOOK
CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


TASHA MARTINEZ, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2024-02

Date Issued: 7/19/2023

Published: LAS VEGAS OPTIC

July 21, 2023

ALBUQUERQUE JOURNAL

July 21, 2023

www.lasvegasnm.gov

July 21, 2023

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at _____ am/pm, _____, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PROFESSIONAL CONSULTING SERVICES TO INCLUDE GRANT CONSULTING, PLANNING, DESIGNING, AND ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 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

PUBLIC WORKS PROFESSIONAL ENGINEERING CONSULTING SERVICES

Opening No. _____ ; 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,

LEO MAESTAS, CITY MANAGER

CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

TASHA MARTINEZ, FINANCE DIRECTOR

HELEN VIGIL, PURCHASING OFFICER

Opening No. _____

Date Issued: _____

Published: LAS VEGAS OPTIC _____,2023

ALBUQUERQUE JOURNAL _____,2023

www.lasvegasnm.gov _____,2023

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): PUBLIC WORKS PROFESSIONAL ENGINEERING CONSULTING SERVICES; THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of 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 15, 2023; 2:00 am(pm) 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: _____, 2023. 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.

COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

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 30-24-1 and 30-24-2, 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, and 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 state 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, this proposal 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.

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.

APPLICATION OF PREFERENCE

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) 827-0700 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 the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CITY OF LAS VEGAS
REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES TO INCLUDE GRANTS
CONSULTING, PLANNING, DESIGN, AND ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS PUBLIC
WORKS DEPARTMENT

I. INTRODUCTION

The City of Las Vegas, New Mexico is requesting proposals to provide professional consulting services to include grants consulting; planning, design, and engineering services for the Public Works Department; as defined in the scope of work. The term of the contract shall be for a one (1) year period, and may be extended from year to year for a maximum of up to four (4) years. Offerors must be licensed professional engineers in the State of New Mexico.

II. SCOPE OF WORK

The professional consulting services offeror shall perform engineering consulting services on an as needed basis, as hereafter stated, which includes customary and incidental services pertaining to their field of expertise, to include any/or all of the below listed incidental, planning, or special services.

- A. Engineering Services include the basic engineering, and project management services normally required for project development; including civil engineering, environmental engineering, structural engineering, mechanical engineering, and electrical engineering. Basic engineering services are conducted in four distinct and sequential phases:

PRELIMINARY PHASE - This phase involves those activities required for defining the scope of a project by establishing preliminary project requirements, without limitation; as follows:

1. Identification of a project manager, who will serve as a contact person to the City of Las Vegas, New Mexico.
2. Conferring with the City of Las Vegas on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with the NMDOT, FHWA, and other associated agencies and/or parties on matters affecting a project.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for preliminary design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Assisting the sponsor in the preparation of necessary and required documents for state and federal grants, including Disadvantaged Business Enterprise (DBE) plans and goals, and exhibits; as required.

DESIGN PHASE – This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:

1. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; geotechnical engineering and surveys; engineering and environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested.
5. Printing and providing necessary copies of engineering drawings and contract specifications.

BIDDING AND NEGOTIATION PHASE - This phase involves providing sets of plans and specifications for the this phase, and all bid documents; acting for the City of Las Vegas in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.

CONSTRUCTION PHASE - This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

1. Providing consultation and advice to the City of Las Vegas during all phases of construction.
2. Represent the City of Las Vegas at preconstruction conferences.
3. On site construction inspection and management involving the services of a resident engineer, inspector, or manager, periodically during the construction or installation phase of a project, and providing appropriate reports to the City of Las Vegas; as directly requested.
4. Reviewing and approving shop drawings submitted by contractors for compliance with design specifications.
5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6. Preparing and negotiating change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Conduct wage rate interviews in accordance with federal standards.

2- PROFESSIONAL CONSULTING SERVICES

10. Making final inspections and submitting a report of the completed project to the owner and/or sponsor.
- B. **Special Services.** These services are performed by the Engineer (or through sub-consultants) from time to time at the request of sponsor and may include, without limitation, as follows:
 1. Soils investigation, including core sampling, laboratory testing, related analyses, and reports.
 2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 3. Land surveys and topographic maps.
 4. Field and/or construction surveys.
 5. Photogrammetry surveys.
 6. On site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services).
 7. Environmental studies and assessment reports for specific development projects.
 8. Expert witness testimony in litigation involving specific projects, and/or attend planning & zoning meetings, and City Council meetings; as requested.
 9. Project feasibility studies.
 10. Public information activities, studies, and surveys.
 11. Preparation of as-built plans.
 12. Assisting the sponsor in the preparation of necessary applications for local, state, and federal grants.
 13. Review of grading & drainage plans for compliance to City Ordinance, and conduct final inspection on municipal and private grading and drainage projects, as-built, for compliance to ordinance and plan submittal.
 14. Preparation of property maps.
 15. Preparation of Quality Control Plan.
 16. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.

3- PROFESSIONAL CONSULTING SERVICES

17. Conduct and prepare draft ordinance revisions as requested

C. Planning Services. This category involves studies under the broad heading of community development and master planning and includes, without limitation, as following:

1. Study designs to establish the framework for a detailed work program.
2. Roadway data collection and facility inventories.
3. Roadway activity forecasts and demand/capacity.
4. Facility requirements determination.
5. Drainage reviews for compatibility to City Ordinances, and overall community development.
6. Environmental assessment studies/reports, noise compatibility plans, and other environmental related studies.
7. Compatible land-use planning.
8. Community development project schedules and cost estimates.
9. Infrastructure financing planning.
10. Participation in public information programs and/or public hearings relating to project development, ordinance/policy development, and project planning.

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 project, personnel and equipment available to perform the work, technical approach to the project, and references.

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 include in fifteen (15) page limit. No other material is to be included.

Submittal of proposals: Four (4) copies of proposals must be delivered to the City Clerk, City of Las Vegas, and 1700 North Grand Avenue, Las Vegas New Mexico 87701 no later than _____ p.m. on _____, 2023. Sealed proposal envelopes shall be clearly marked "PUBLIC WORKS/ PROFESSIONAL ENGINEERING CONSULTING SERVICES" 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 shall result in rejection of the proposal.

4- PROFESSIONAL CONSULTING SERVICES

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 Grantsmanship. Identify funding through governmental grants that Offeror and its personnel have obtained for work associated within mentioned scope of work; 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 Department of Transportation, Federal Highway Administration, and Community Development Block Grant projects; as associated to engineering. 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. Also, Offeror's experience in working with the New Mexico Department of Transportation and the Federal Highway Administration. Knowledge of State and Federal regulations, specifications, contracts, guidelines, and programs. Offerors should provide examples in which the Offeror has worked with the New Mexico Department of Transportation, Federal Highway Administration, and/or policy and ordinance development and implementation on similar projects. Offerors should provide a list of references with names and phone numbers.

4. Familiarity with the City of Las Vegas, its roadway and drainage systems, 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%)

Offeror should indicate the volume of work they currently have underway with the City of Las Vegas that is less than 75 percent complete. The purpose of this criteria is to help distribute projects among qualified Offerors. Points will be determined as follows:

Value of work not yet completed on projects that are not 75% complete	Percentage to be allowed for this item
None	5
\$ 1.00 to \$ 25,000.00	4
\$ 25,001.00 to \$ 50,000.00	3
\$ 50,001.00 to \$ 75,000.00	2
\$ 75,001.00 to \$100,000.00	1
\$100,000.00 or more	0

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

A fee schedule outlining the consultant's personnel hourly rates 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 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. 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

6- PROFESSIONAL CONSULTING SERVICES

such notice of termination is given, then the contract shall automatically be renewed year to year for the four (4) years of the contract.

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 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 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 15th of the following month. (See Exhibit "A")

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. Seven (7) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
7. No other material to be included.

E. ENVELOPES

Sealed proposal envelopes shall be clearly marked "PUBLIC WORKS/PROFESSIONAL ENGINEERING CONSULTING SERVICES" 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 shall result in rejection of the proposal.

9- PROFESSIONAL CONSULTING SERVICES

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 proposal. The proposal will be ranked by a committee of at least four (4). It is anticipated that ranking will be completed by _____, 2023. After initial ranking of the proposal, 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 preparation or submission of proposals.

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

Rating Sheet For:

Professional Consulting Services To Include Grants Consulting, Planning, Design, and Engineering Services – Public Works

	Possible Points	Points Awarded
1. Specialized Planning, Design, and Technical Competence	30	_____
2. Capacity and Capability	10	_____
3. Past Record Performance	25	_____
4. Familiarity with the City of Las Vegas, its roadway and drainage systems, and land use regulations. Explain in detail.	20	_____
5. Offerors' work to be done in Las Vegas, New Mexico	10	_____
6. Current volume of work with the City of Las Vegas	5	_____
TOTAL	<u>100</u>	