



**Request for Competitive Sealed Proposals  
RFP # 2018-625**

**DOWNTOWN METROPOLITAN REDEVELOPMENT  
(MRA) MASTER PLAN**

**PROPOSAL OPENING DATE/TIME/PLACE:**

Thursday, September 7, 2017, 3:00 P.M.  
City of Aztec Finance Conference Room  
201 W Chaco  
Aztec, NM 87410

**FINAL DATE FOR QUESTIONS**

Wednesday, August 23, 2017, 3:00 PM

**Tentative Commission Approval Date**

September 26, 2017

For further information contact:

Kris Farmer  
Procurement Manager, RFP 2018-625  
City of Aztec  
Phone: 505-334-7651  
Fax: 505-334-7649  
email: [kfarmer@aztecm.gov](mailto:kfarmer@aztecm.gov)

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# REQUEST FOR PROPOSALS

## I. INVITATION

City of Aztec, New Mexico  
Request for Proposals  
RFP # 2018-625  
Proposal Due Date: September 7, 2017, 3:00 P.M.

Public notice is hereby given that the City of Aztec, New Mexico is accepting sealed proposals for the following:

### **Downtown Metropolitan Redevelopment Area (MRA) Master Plan**

Proposals will be received by the City of Aztec, 201 W. Chaco, Aztec, New Mexico 87410, until 3:00 p.m., local time, Thursday, September 7, 2017. Envelopes are to be sealed and plainly marked RFP 2018-625 MRA Master Plan. Faxed or electronically transmitted proposals or proposals received after that time will be considered non-responsive and returned unopened.

For information on this procurement, contact Kris Farmer, Procurement Manager RFP 2018-625, [kfarmer@aztecnm.gov](mailto:kfarmer@aztecnm.gov)

Copies of the Request for Proposals may be obtained  
<http://www.aztecnm.gov/purchasing/office.html>

Publication Date: August 13, 2017 Farmington Daily Times

## II. PURPOSE OF THIS REQUEST FOR PROPOSALS

As provided by 13-1-111 NMSA 1978, the City of Aztec is requesting proposals (RFP) for development of a comprehensive Metropolitan Redevelopment Area (MRA) Master Plan.

The Aztec Downtown MRA Plan will define the community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. Also called a Downtown Revitalization Plan, a Metropolitan Redevelopment Area Plan examines existing conditions and assets, analysis of the core district 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 downtown's future physical

improvements, economic uses, and regulations. When adopted by the City Commission, the Master/MRA Plan becomes a living document that guides district revitalization and public and private sector investment for several years. The Aztec Downtown MRA Plan will utilize the Aztec Downtown Designation Report as adopted by the City in 2015 and the Aztec Comprehensive Plan.

### **III. DESIRED PERIOD OF PERFORMANCE**

Performance for this project is six (6) months after notice to proceed.

### **IV. SCOPE OF PLANNING SERVICES**

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

#### 1. 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 district 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 downtown.

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

#### 2. 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 district,
- 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 under-supplied in the district,
- 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 district as an Arts and Cultural District.

### 3. Vision and Master Plan

Through the community participation process, create a vision for the district 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 statutes.

Develop a MRA Master 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 district 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 city.
- Determines vacant, underutilized and/or available land and buildings within the plan area that could be redeveloped as public/private partnerships 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.
- Identifies priority catalytic projects that will stimulate revitalization efforts through public/private partnerships and attract private sector reinvestment into the downtown. Projects should include increasing the city's job creation, economic redevelopment, livability, walkability, placemaking, and serve to support and enhance its authentic and unique sense of place.

Develop Downtown Livability/Design guidelines that consider the following character-defining elements:

- Gateways and Entries
- Plazas, Parks and Public Spaces
- Streets, Historic Roads and Scenic Byways, Pathways and Connections
- Public Art
- Street Furniture, Pedestrian Amenities
- Building Setback/Massing/Scale
- Building Height
- State and/or National Historic registry status
- Signage
- Materials/Color
- Architectural Features
- Lighting
- Security

#### 4. Implementation Strategies/Priorities

A prioritized and phased Implementation Plan will be developed consisting of revitalization projects and strategies that the Stakeholders and the City can follow for the successful implementation of the Plan and the long term sustainability of the area Priority catalytic projects will range from small projects that can be implemented through partnerships with the City and

the community's stakeholders 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.

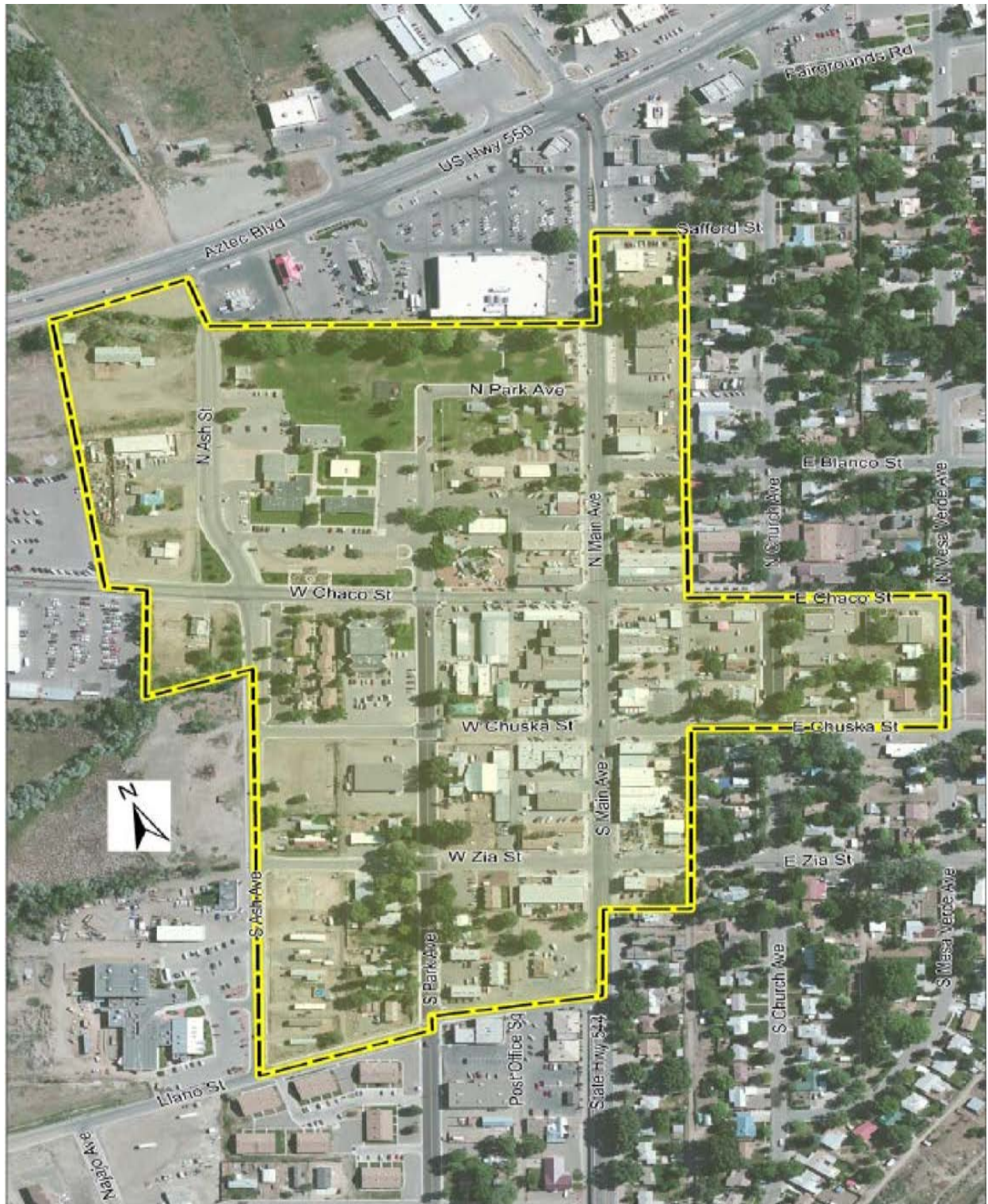
## 5. Funding Sources

The consultant will identify funding sources applicable to the district and community to implement the plan including but not limited to a BID, 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 MRA Plan. The contractor shall make assessment of the downtown and determination and findings required for the City to adopt a Metropolitan Redevelopment Area MRA. *(The Tax Increment Financing (TIF) financing tool associated with the MRA, may be adopted concurrently with the MRA Plan adoption or separately from the MRA if the municipality determines to not use this financing option at the current time for district revitalization).*

## 6. 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 Stakeholder Group regarding the Master 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 on a task force to implement the Plan's projects.
- Prepare a draft MRA Plan, and present that Plan to the Stakeholder Group 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 Stakeholder Group, 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 Commission as per the State's 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.





## V. QUALIFICATIONS AND EXPERIENCE

1. Offerors must have professional expertise in the community and/or urban planning design sector for culturally diverse communities. In addition offerors must have core competencies in redevelopment/revitalization planning to include community sustainability, economic development, and vitality, with the preservation of cultural and/or historical environments. Offerors shall also have expertise in the ability to identify a community's existing arts and cultural heritage and therefore be able to develop a plan with strategies to build upon and obtain community support.
2. Offerors must submit resumes of the principal planner and other planners, engineers, etc. who will be providing the services contemplated to the City together with identification of the particular specialty or area of expertise of each such individual and the role of each such individual. Resumes shall include:
  - a) Professional Background
  - b) Current and past relevant experience
  - c) Education and Certifications
3. Offerors shall include their experience or familiarity with the project community, their art and cultural knowledge of the community and other specific areas necessary in order to provide effective, relevant plans per scope of services.

## VI. REFERENCES

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the Procurement Manager identified in the Proposal Process.** It is the Offeror's responsibility to ensure the completed forms are received on or before September 7, 2017 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Selection Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Selection Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Selection Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror's proposal.

Offerors shall submit the following Organizational Reference information as part of Offer:

- a) Client name;

- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP;
- e) Client project manager name, telephone number, fax number and e-mail address.

## **VII. SUBCONTRACTS AND OTHER CONTRACTUAL ARRANGEMENTS**

The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a single contracting entity that provides a technically and financially capable firm to be fully responsible to the City for all contractual obligations.

All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.

## **VIII. INDEPENDENCE OF OFFEROR**

The employees, officers and agents of the Offeror are not, nor shall they be deemed for any other purpose, employees or agents of the City, nor shall they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contact is successfully negotiated, will be that of independent contractor.

## **IX. INFORMATION PROVIDED BY CITY**

Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.

Should an Offeror find discrepancies in or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the City's designated representative and, if necessary, a written addenda will be emailed to each Offeror who has returned the "Acknowledgement of Receipt" form, included in this document in Proposal Form Section Each Offeror requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

## 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.

As provided by 13-1-111 NMSA 1978, the City of Aztec is requesting proposals (RFP) for development of a comprehensive Metropolitan Redevelopment Area (MRA) Master Plan.

1. Non-Discrimination – The City of Aztec does not discriminate on the bases of race, color, national origin, sex, religion, age or disability in the employment or provision of services. Contractors shall be in compliance with the ADA requirements.
2. Intent - It is the intent of the City to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work and with consideration of the potential cost for services. The City will negotiate with the Offeror(s) deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.
3. 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.
4. 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 quality-based evaluation process, subcontracting of the work is not acceptable.
5. 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. Purchasing Office personnel will not collate or assemble proposal materials.
6. 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 Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.
7. Disclosure of Proposal Contents - The content of proposals will be kept confidential until written notice of a contract award has been made by Procurement Manager. 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 a 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.

8. RESIDENT and VETERAN PREFERENCE: The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-21 et seq. (Repl. 1992), as amended, provides for a preference which may be applied to the bids of qualified resident businesses and contractors. N.M.S.A. 1978, § 13-1-21 (does not apply if federal funds involved). Any Offeror desiring to qualify for a preference pursuant to this section must supply a preference number and certificate along with their Proposal. However, Offerors should not attempt to include the preference in the bid. The City of Aztec shall adjust bids of businesses and contractors who qualify for a preference at the time of evaluation and award. Contact New Mexico Taxation and Revenue for information regarding the certification, 505-827-0951.
9. Taxes – The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Aztec is non-taxable on tangible goods.
10. Termination - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the City of Aztec.
11. Sufficient Appropriation - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Contract Terms and Conditions – The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract. Should an Offeror object to any of the City's terms and conditions, that Offeror must propose specific alternative language that would be acceptable to the City. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the Offeror's proposal.

13. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any Offeror who the Committee deems is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
14. Right to Waive Minor Irregularities - The Procurement Manager reserves the right to waive minor irregularities. The Procurement Manager 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 Procurement Manager.
15. Bribery and Kickbacks – By law (Section 13-1-191, NMSA 1978) the City is required to inform Offerors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1 NMSA 1978); (2) it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2 NMSA 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks ((Section 30-41-1 NMSA 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2 NMSA 1978).
16. Insurance Requirements - Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.
  - A. Worker's Compensation: The successful bidder, referred to as the Contractor shall maintain as his expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days notice thereof first being given to the City.
  - B. Professional Liability Insurance in the amount of \$1,000,000

Other required coverage: The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing

work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

Coverage Required: The kinds and amounts of insurance required are as follows:

- 1) Commercial General Liability Insurance: A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

- Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.
- Worker's Compensation Insurance: Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.
- Increased Limits: During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

17. Debarment, Suspension and Ineligibility – By submitting a response to this solicitation (RFQ , Bid, RFP) the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.

18. Release of Information - Only the City is authorized to release information about services covered by this RFP. The Offerors must refer to the City any requests to release any

information that pertains to the work or activities covered by any action or award related to this RFP.

19. Protests - In accordance with § 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the City of Aztec Finance Department. 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:

Kathy Lamb  
Finance Director / Chief Procurement Officer  
City of Aztec  
201 W Chaco  
Aztec, NM 87410

The 15-day protest period shall begin on the day following the date of written notice of action from the Finance 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.

20. Definition of Terminology - This paragraph contains definitions that may be used throughout this Request for Proposals (RFP), including appropriate abbreviations.

**“City”** means the City of Aztec.

**“Contract”** means any agreement for the procurement of items of tangible personal property or services.

**“Contractor”** means the offeror selected by the City pursuant to this Request for Proposals.

**“Desirable”**—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

**“Determination”** means the written documentation of a decision of a procurement manager and the Selection Committee including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

**“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Selection Committee.

**“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Procurement Manager”** means the person or designee authorized by the City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**“Responsive Offer”** or **“Responsive Proposal”** means an offer or proposal, which conforms in all material aspects to the requirements set forth in the request for proposals. Material aspects of responses to the request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

**“Selection Committee”** means a body appointed by the Procurement Manager to perform the evaluation of offeror proposals.

**“Selection Committee Report”** means a report prepared by the Procurement Manager and the Selection Committee for submission to the for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

**“State (the State)”** means the State of New Mexico.



# PROPOSAL PROCESS

## 1. INTRODUCTION

Until the final award by the City of Aztec Commission, the City reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

## 2. PRELIMINARY SCHEDULE

It is the City's intent to adhere to the following schedule. However, the City reserves the right to modify this schedule.

Issue RFP	08/13/2017
Deadline to Submit Questions and Acknowledgement Form Due	08/23/2017, 3:00 PM
Response to Written Questions/Amendment	08/28/2017
Proposal Due Date	09/7/2017, 3:00 PM
Presentations (if required)	Week of 9/18/2017
Recommendations to City Commission	Tentatively: 9/26/2017

## 3. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will NOT be conducted.

## 4. DEADLINE TO SUBMIT QUESTIONS AND ACKNOWLEDGEMENT FORM

Questions and/or clarifications concerning this RFP will be accepted in writing until **3:00 PM on Wednesday, August 23, 2017**. Requests may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, is scheduled to be issued by 5:00 PM on August 28, 2017. No Offeror may rely upon oral responses made by any City employee or any representative of the City.

Questions and/or clarifications concerning this RFP shall be directed to:

For further information contact:  
Kris Farmer  
Procurement Manager, RFP 2018-625  
City of Aztec  
Phone: 505-334-7651  
Fax: 505-334-7649  
email: [kfarmer@aztecnm.gov](mailto:kfarmer@aztecnm.gov)

## 5. DUE DATE

Proposals shall be due **no later than 3:00 p.m. on September 7, 2017**. Required forms to be included with proposal are included in Proposal Forms section. Envelopes or boxes should be

clearly marked “RFP 2018-625 Downtown Metropolitan Redevelopment Area (MRA) Master Plan”.

Physical and Mailing Address:

City of Aztec  
Purchasing Office  
201 W Chaco  
Aztec NM 87410

Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are set by mail to the City of Aztec, the Offeror shall be responsible for the actual delivery of the proposal to the City of Aztec before the advertised proposal due date and hour. Proposals which are delayed will not be considered and will be returned unopened.

Note: The City operates on a 4-10 schedule, Monday – Thursday, 7am - 6 pm. Offices are not open to accept deliveries on Fridays. Aztec is not a guaranteed delivery zone for the various delivery services.

## **6. NUMBER OF COPIES**

The Offeror shall provide four (4) identical copies of their proposal and one electronic version formatted as a single PDF document provided on a CD or flash drive, in sealed envelopes, plainly marked:

RFP 2018-625 Downtown Metropolitan Redevelopment Area (MRA) Master Plan

The proposal shall contain any information or supplements which will assist the City in selecting an Offeror. All expenses associated with this submittal will be borne solely by the Offeror.

## **7. PROPOSAL EVALUATION**

The Selection Committee will review each Offerors proposal. Points will be allocated, by each member, as outlined the Evaluation Process section. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. The Selection Committee may hold interviews with the three highest-ranked proposals if deemed necessary. The Selection Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Selection Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.

## **8. INTERVIEWS WITH FINALISTS**

For those proposals selected for interview, notices to finalists will include the interview date and

time. Interviews are generally held at the City Commission Room, 201 W Chaco, Aztec, New Mexico. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated, by each member. Each member's point totals will be translated into a numeric ranking of all interviewed firms. The individual member rankings will be totaled together to determine the overall ranking of firms for the interview.

## **9. RECOMMENDATION TO CITY COMMISSION**

After review of the Selection Committee Report, the recommendation of City management, and the signed contract, the City Commission will award the contract on September 26, 2017. This date is subject to change.

This contract shall be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

## PROPOSAL 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 four (4) identical copies of their proposal and one electronic version to the location specified in Proposal Process section, item 5, on or before the closing date and time for receipt of proposals.

### C. PROPOSAL FORMAT

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format, may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed 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 **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics except for material excluded from the page count. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two page maximum)
- Submittal Form
- Campaign Contribution Disclosure Form
- Drug Free Workplace Certification
- Resumes
- Cost Proposal
- Certificate(s) of insurance
- Current I.R.S. W-9 Form
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Resident Veterans Preference Certification Form (if applicable)

D. 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.

1) Table of Contents - Proposals should contain a table of contents with responses to the following and organized in the same order as follows:

a. Offerors should submit a narrative containing a brief history of company, type of organization and organizational structure. Identify the principals of and the contact person for organization. Identify the person authorized to negotiated on behalf of the organization (if different from contact person).

b. Offerors should submit a detailed response to Scope of Planning Services and ability to provide required services (Request for Proposals, Item IV).

c. Qualifications/Experience of the firm directly related to the type of services requested with current or previous clients that similar in size and scope of work to the requested services of this RFP (Request for Proposals, Item V).

d. Offerors should submit an account of their familiarity of the project area, to include familiarity of existing art and cultural and cultural heritage of the project community.

e. Address specific concerns with the Draft Agreement, if any.

e. Appendix Items (\* items included in Proposal Forms section):

Submittal Form\* – The submittal form must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

Campaign Disclosure Form\* – The campaign disclosure form must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

Drug Free Workplace\* – The drug free workplace form must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

New Mexico Resident Bidder or Resident Veterans Certificate - Offeror MUST include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the preference, if applicable.

Current IRS W-9 form

Current Insurance Certificate identifying required coverages in the amounts indicated. If not submitted with proposal, certificate will be required prior to execution of contract.

Cost Proposal\* – The cost proposal and must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

# EVALUATION PROCESS

## 1. Proposal Evaluation:

All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the Offeror for clarification of aspects of the proposals.

The Selection Committee will review each Offerors proposal. Points will be allocated, by each member, as outlined in below (Evaluation Criteria). Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

The Selection Committee may hold interviews with the highest-ranked proposals if deemed necessary. The Selection Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Selection Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.

## 2. Evaluation Criteria:

The evaluation of the responses will be based on the following criteria:

<b><u>Firm Qualifications:</u></b> Proposal addresses the qualifications of the firm and any subconsultants	25 points
<b><u>Planning Experience:</u></b> Assigned personnel experience and expertise on related projects. Includes references and past record of performance with municipalities and control of costs and quality of work.	20 points
<b><u>Familiarity with the City of Aztec:</u></b> Proximity to or familiarity with the area in which the project is located.	10 points
<b><u>Work Plan:</u></b> Work plan in response to scope of planning services	20 points
<b><u>Project Management:</u></b> Ability and resources to effectively manage and complete the work on schedule	10 points

Cost Proposal

15 points

**Total Points**

**100 points**

**\*Cost Proposal** – The Offeror with the lowest cost will receive a total of 15 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$)} \times 15 \text{ points}}{\text{Higher Offer (\$)}} = \text{Points Price Evaluation}$$

Application of In-State/Veterans Preference

Offeror shall include in-state preference certificates for themselves and for any sub-contractors listed in the proposal.

Pursuant to Section 13-1-21(C)(2), NMSA 1978, When a public body makes a purchase using a formal request for proposals process:

If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate.

The City’s RFP award process is based on a point system, with 100 points possible. With the in-state preference applied, 105 points will be possible.

Pursuant to Section 13-1-21(D), NMSA 1978, When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

<b>Firm Name, Location Of Resident Businesses</b>	<b>Work to be Performed</b>	<b>% of Work Performed Compared to Total Scope</b>
<b>Firm Name, Location Of Non-Resident Businesses</b>	<b>Work to be Performed</b>	<b>% of Work Performed Compared to Total Scope</b>

Points shall be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points

3. **Interview** - If oral presentations are determined to be necessary, a 60 minute time allotment will be available for each presenting firm – 40 minutes for the presentation and up to twenty minutes for a question and answer period. Offerors should be prepared to speak to the following issues during the course of their presentation:

**Key Personnel and Roles** - Evaluation shall be based on personnel qualifications and professional skills of key individuals.

**Pertinent Experience of the Firm** - Evaluation shall be based on related projects presented as previous work of the firm.

**Grasp of Project Requirements** - Evaluation shall be based on firm's approach, analysis and understanding of services required.

At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.



# PROPOSAL FORMS

RFP 2018-625 Downtown MRA Master Plan  
Due: September 7, 2017 3:00 P.M.

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of the Downtown Metropolitan Redevelopment Area (MRA) Master Plan distribution packet #2018-625, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with the Draft Agreement for a total of 41 pages.

In order to receive copies of all future communications, relating to, and including amendments to this distribution packet 2018-625, return this acknowledgement form no later than August 23, 2017 at 3:00 p.m. Returning this form is not mandatory to submit a proposal.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

This name and address will be used for all correspondence related to document #2018-625.

Firm **does / does not (circle one)** intend to respond to RFP 2018-625 Downtown MRA Master Plan. If firm **does not** intend to reply, please give a brief reason for not responding:

\_\_\_\_\_  
\_\_\_\_\_

Return to:

Kris Farmer  
Procurement Manager, RFP 2018-625  
City of Aztec  
Phone: 505-334-7651  
Fax: 505-334-7649  
Email: [kfarmer@aztecm.gov](mailto:kfarmer@aztecm.gov)

Faxed Copies of this form will be accepted.  
Faxed or email RFP responses **will not be accepted.**

**REQUEST FOR PROPOSALS SUBMITTAL FORM**

**RFP 2018-625 Downtown MRA Master Plan**

**REQUIRED INFORMATION**

\_\_\_\_\_  
COMPANY NAME/ADDRESS/CITY/STATE/ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL ADDRESS

If a corporation, state of incorporation: \_\_\_\_\_

In-State/Resident Veterans Preference will be applied only to those Offerors who have been issued a certification number by the State of New Mexico Taxation and Revenue department and **return a copy of their certificate with their proposal**. In-State/Resident Veterans Preference certification approval is required at the time of the proposal opening to be eligible.

**Do you qualify for either preference and have included the appropriate current certificate with your response?**  
\_\_\_\_\_ (Yes or No)

**IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED.**

Sealed proposals will be received until **September 7, 2017, 3:00 P.M. local time** and then opened at the **City of Aztec Finance Conference Room**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Questions will be accepted until August 23, 2017, 3:00 PM local time and should be submitted in writing to [kfarmer@aztecnm.gov](mailto:kfarmer@aztecnm.gov)

Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written notice on company letterhead.

The City will open all proposals, assign a selection committee and evaluate all proposals; determine the need for and conduct any negotiations; and make a final recommendation to the City Commission for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Respondent or Respondents whose proposal is most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in the RFP.

The City reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the City of Aztec.

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Respondent has read and understands the scope and conditions of the proposal.

The Respondent further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Respondent certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

If applicable, RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

***To be a valid proposal, Bidder must sign here:***

\_\_\_\_\_ \_\_\_\_\_  
***Title***

**RETURN THIS FORM WITH YOUR PROPOSAL**

**COST PROPOSAL**

RFP 2018-625 Downtown Metropolitan Redevelopment Area (MRA)  
Master Plan

Offeror will perform the necessary services, according to this RFP for the following not to exceed amount:

\$ \_\_\_\_\_ (in numbers)

TOTAL INCLUSIVE IN WORDS:

THE SUM OF \_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS.

\_\_\_\_\_  
SIGNATURE of Offeror Representative

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

## 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 MADE TO:**

Mayor Sally Burbridge, Mayor Pro-Tem Sherri Sipe, Commissioner Katee McClure, Commissioner Austin Randall, Commissioner Sheri Rogers

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) \_\_\_\_\_

\_\_\_\_\_  
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)

## DRUG-FREE WORKPLACE CERTIFICATION

Project Name: RFP 2018-625 Downtown MRA Master Plan

The Contractor named below hereby certifies to be in compliance with 49 CFR parts 40 and 382 by establishing a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and to provide a workplace free of drug use and alcohol misuse. The below Contractor will:

1. Have in place a policy in compliance with 49 CFR Parts 40 and 382 that provides for pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances and alcohol.
2. 49 CFR Part 382, section 382.603 requires that persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive an additional 60 minutes of training on controlled substances use.
3. Have in place a drug free and alcohol free workplace policy that applies to everyone that works on the project described in the contract. The drug free and alcohol free workplace policy shall include an education and training program that informs employees about the following:
  - a. The dangers of drug use and alcohol misuse in the workplace;
  - b. The person's or organization's policy in maintaining a workplace free of drug use and alcohol misuse;
  - c. Any available counseling, rehabilitation and employee assistance programs;
  - d. Penalties that may be imposed upon employees for violations; and,
  - e. Provisions for pre-employment and reasonable suspicion testing.
4. All of the contractor's employees who perform work on this project must be provided with a copy of the above referenced policies as those policies apply to them, i.e. not all employees are commercial drivers, but all employees would be subject to the drug-free and alcohol-free workplace policies.
5. That everyone who works on the contract agrees to abide by the terms of the Contractor's Statement as a condition of continued employment on the contract.
6. That no one who has tested positive within the past year will be allowed to perform work on this project.

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico

COMPANY NAME:	FEDERAL ID NUMBER:
OFFICIAL'S NAME:	OFFICIAL'S SIGNATURE:
OFFICIAL'S TITLE:	DATE EXECUTED:
	EXECUTED IN THE COUNTY OF:



**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

Name of Offeror:

---

This form is being submitted to your company for completion as a business reference for the company listed above for inclusion in their response to RFP 2018-625 Downtown MRA Master Plan. Completed questionnaire is due by September 7, 2017 and should be submitted to

Kris Farmer  
Procurement Manager RFP 2018-625  
[kfarmer@aztecm.gov](mailto:kfarmer@aztecm.gov)  
Fax: 505-334-7649  
Ofc: 505-334-7651

Company Providing Reference: \_\_\_\_\_

Contact Name & Title/Position: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Dates: \_\_\_\_\_

1. In what capacity have you worked with this vendor in the past?
  
  
  
  
  
  
  
  
  
  
2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
  
  
  
  
  
  
  
  
  
  
3. How would you rate the vendor's ability to provide services in accordance with State Audit Rule and ability to meet required deadlines?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Comments:

4. What is your level of satisfaction with materials produced by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

6. Who were the vendor's principal representatives involved in the audit and how would you rate them individually? Comments should be based on the skills, knowledge, behaviors or other factors which influence the rating.

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments:

7. How satisfied are you with the services provided by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

8. With which aspect(s) of this vendor's services are you most satisfied?

9. With which aspect(s) of this vendor's services are you least satisfied?

10. Would you recommend this vendor's services to your organization again?

## RESIDENT VETERANS PREFERENCE CERTIFICATION

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

\_\_\_\_\_ (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 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 \$1M but less than \$5M allowing me the 8% preference discount on 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 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 an 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 un-award of the procurement involved if the statements are proven to be incorrect.

### Draft Agreement

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between \_\_\_\_\_, hereinafter referred to as the "Contractor", and the City of Aztec, New Mexico, hereinafter referred to as the "City".

**WHEREAS**, the City has deemed it necessary to retain the services of the Contractor to perform planning services on behalf of the City; and

**WHEREAS**, the City desires to engage the Contractor to provide said services; and conditions of this agreement.

**THEREFORE**, it is mutually agreed by and between the parties that:

1. **Scope of Services:**

The Contractor shall perform professional planning services to the City, as per contractor's response to RFP 2018-625 Downtown MRA Master Plan, as hereafter stated: **<Insert Scope or Identify Exhibit>**

2. **Compensation:**

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City on a **<INSERT PAYMENT TERMS>** basis and City shall pay only the following charges for services performed:

3. **Term:**

This agreement shall be effective from the \_\_\_\_\_ day of \_\_\_\_\_, 2017 to \_\_\_\_\_ day of \_\_\_\_\_, 2018 unless sooner terminated.

4. **Termination:**

Termination for Cause: If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. **Status of Contractor:**

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Aztec. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Aztec as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

5. **Indemnification:**

Contractor agrees to indemnify and hold harmless the City from any and all claims, suits and causes of action which may arise from his performance under this agreement unless specifically exempted by New Mexico law. Contractor further agrees to hold harmless the City from all personal claims for any injury or death sustained by Contractor while engaged in the performance of this agreement.

6. **Assignment:**

Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without the prior approval of the City.

7. **Subcontracting:**

Contractor shall not subcontract any portion of the services to be performed under this agreement without prior approval from the City.

8. **Records and Audit:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Aztec Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. **Appropriation:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Aztec for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Aztec, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. **Release:**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Aztec from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Aztec to any obligations not assumed herein by the City of Aztec,

unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. **Confidentiality:**

Any information learned, given to, or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

12. **Conflict of Interest:**

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

13. **Amendment:**

This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. **Scope of Agreement:**

This agreement incorporates all the agreements, covenants and the understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in *AMENDMENT* paragraph above.

15. **Notice of Procurement Code:**

The Procurement Code of the City of Aztec imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. **Equal Opportunity Clause:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under,

any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Insurance:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Aztec with the City named as additional insured on the commercial liability policy.

18. **Entire Agreement:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

19. **Waiver of Contractual Right:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

20. **Severability:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21. **Notice:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Aztec: Kathy Lamb  
Finance Director City of Aztec  
201 W Chaco  
Aztec, New Mexico 87410

Project Contact for the City: Steven Saavedra  
Community Development Director  
201 W Chaco  
Aztec, New Mexico 87410



Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Aztec.

In witness hereof, the parties have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**CONTRACTOR:**

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF AZTEC, NEW MEXICO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor Sally Burbridge

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Karla Sayler, City Clerk

Approved as To Form: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry T. Thrower, City Attorney