



**Request for Qualifications-Based Proposals**

**RFP 2025-857 South Aztec Water Tank Replacement - Design**

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

**Tuesday, September 24, 2024, 3:00 P.M.**

City of Aztec Finance Conference Room  
201 W Chaco  
Aztec, NM 87410

**FINAL DATE FOR QUESTIONS**

**Tuesday, September 17, 2024, 3:00 PM, MST**

**Tentative Commission Approval Date**

**October 08, 2024**

For further information contact:

Vanessa Tanner,  
Procurement Manager  
201 W. Chaco, Aztec NM 87410  
Phone: 505-334-7652  
Fax: 505-334-7649  
email: [vtanner@aztecnm.gov](mailto:vtanner@aztecnm.gov)

# TABLE OF CONTENTS

<b>REQUEST FOR PROPOSALS</b> .....	<b>3</b>
Invitation.....	3
Background.....	3
Information Provided by City.....	4
Procurement Manager.....	4
Definition of Terminology.....	5-7
<b>PROPOSAL PROCESS</b> .....	<b>8</b>
Overview.....	8
Preliminary Schedule.....	8
Explanation of Events.....	8-10
General Requirements.....	10-13
Sample Contract (Professional Service Agreement).....	13-24
<b>PROPOSAL FORMAT REQUIREMENTS</b> .....	<b>25</b>
General Format for Proposals.....	25
Number of Copies.....	25
Proposal Content & Organization of Materials.....	26
<b>PROPOSAL SPECIFICATIONS</b> .....	<b>27</b>
Objectives.....	27
Scope of Services.....	27-28
Project Team & Organizational Structure.....	29
Organizational Experience.....	29
Organizational References.....	29
Offeror Qualifications.....	29
<b>REVIEW AND EVALUATION</b> .....	<b>30</b>
Proposal Evaluation.....	30
Evaluation Criteria.....	30-32
Evaluation Process.....	33
<b>PROPOSAL FORMS</b> .....	<b>34</b>
Acknowledgment of Receipt Form.....	35
Submittal Form.....	36-37
Campaign Contrubution Disclosure Form.....	38-39
Debarment/Suspension Certification Form.....	40
NM Preference for Resident.....	41
Drug-Free Workplace Certification.....	42
Organization Reference Questionnaire.....	43-45
Cost Proposal Form.....	46-47

# REQUEST FOR PROPOSALS

## INVITATION

City of Aztec, NM  
RFP 2025-857, South Aztec Water Tank Replacement - Design  
Proposals Due: September 24, 2024 at 3:00 PM, MST

The City of Aztec is accepting proposals from interested and qualified Engineering Services to design a 750,000-gallon water tank, associated waterlines and appurtenances.

Sealed proposals will be received by the City of Aztec, 201 W Chaco, Aztec, NM 87410, until 3:00 PM, MST, Tuesday, September 24, 2024. Proposals received after that time will be considered non-responsive and returned unopened. A qualification-based selection process will be utilized to select the most qualified firm.

RFP documents may be obtained online at [www.aztecnm.gov](http://www.aztecnm.gov), [VendorRegistry.com](http://VendorRegistry.com), or by contacting Vanessa Tanner at (505) 334-7652 or [vtanner@aztecnm.gov](mailto:vtanner@aztecnm.gov).

Publication Dates: August 25, 2024, Durango Herald  
August 26, 2024, Tri-City Record

This Request for Proposals ("RFP") is not a competitive bid based on price only. The RFP allows the City to select Engineering Services which best meets the needs of the City, taking into consideration qualifications, price, and service capabilities and other factors relevant to the City's policies, programs, administrative resources and budget. The purpose of the RFP is to solicit sealed proposals to establish a contract for the City of Aztec.

## BACKGROUND

Aztec, New Mexico, is a small city located in the northwest part of the state, in San Juan County. The city is known for its rich history and proximity to the Aztec Ruins National Monument.

Water is a crucial component of the city's public utilities, and Aztec has invested in maintaining and upgrading its water system to ensure the reliable delivery of clean water to its residents.

The Aztec Water Treatment Plant is responsible for treating and supplying potable water to the city's residents. The plant processes water sourced primarily from the Animas River, which runs through the region. The plant ensures the water meets state and federal quality standards before it is distributed through the city's water system.

The plant has a capacity to treat several million gallons of water per day, serving the needs of the city's population providing water for residential, commercial, and municipal use. The water infrastructure in Aztec includes the treatment plant itself, storage facilities such as water tanks, and a network of pipes and pumps that distribute water throughout the city.

Aztec's water plant uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control various processes within the plant and the distribution system. This technology allows the city to manage water treatment and distribution more effectively, respond to issues in real-time, and ensure the continued provision of high-quality water.

## INFORMATION PROVIDED BY CITY

Offerers 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 Offerers rely on any oral statement.

Should an Offerer find discrepancies in, or omissions from, this RFP and related documents, or should Offerer be in doubt as to meaning, Offerer shall immediately notify the Procurement Manager and, if necessary, a written addenda will be emailed to each Offerer who has returned the "Acknowledgement of Receipt" form, included with Proposal Forms.

Each Offerer 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.

## PROCUREMENT MANAGER

The City of Aztec has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Vanessa Tanner, Procurement Manager  
Telephone: (505) 334-7652  
Fax: (505) 334-7649  
Email: [vtanner@aztecnm.gov](mailto:vtanner@aztecnm.gov)

All deliveries of responses via express carrier must be addressed as follows:

Name: Vanessa Tanner  
Reference Name: 2025-857 South Aztec Water Tank Replacement - Design  
Address: City of Aztec  
Purchasing Office  
201 W Chaco  
Aztec, New Mexico 87410

Please note, Aztec, New Mexico is not a guaranteed delivery area by express carriers. Responses must be received by the due date and time to be considered, not the date when delivered to carrier. The City is **Closed on Fridays** (Operating Hours are Monday through Thursday 7:00am – 6:00pm); documented attempted deliveries by the carrier may be considered as timely responses IF provided by the date and time proposals are due.

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Selection Committee members do not have the authority to respond on behalf of the Purchasing Office. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

**“Agency”** means the City of Aztec

**“Amendment”** means a written or graphic instrument issued prior to the opening of Proposal, which clarifies, corrects, or changes the Request for Proposal.

**“Award of Contract”** shall mean a formal written notice by the City that a firm has been selected to enter into a contract for services. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months or written notice, shall not be considered an award for the purposes of the Project Listing Form.

**“Business Hours”** means 8:00 am thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“City”** means the City of Aztec

**“Close of Business”** means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“Confidential”** means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information

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

**“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.

**“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.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy CANNOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by The Procurement Manager and Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for

Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**“Mandatory”** – the terms "must", "shall", "will", "is required", or "are 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.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

**“Owner”** is the City of Aztec (COA).

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Proposal”** is the offeror’s response to this RFP

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (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 (RFP). Material aspects of responses to the Request for Proposals(RFP) include, but are not limited to price, quality, quantity or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject

packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“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 Commission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the of competitive sealed proposals.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

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

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

# PROPOSAL PROCESS

## OVERVIEW

This section of the RFP contains the schedule, description and conditions governing the procurement.

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.

## PRILIMINARY 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	08/25/2024
Pre-Proposal Conference	09/03/2024, 2:00 PM
Deadline to Submit Questions and Acknowledgement Form	09/17/2024, 3:00 PM
Response to Written Questions/Amendment	09/19/2024
<b>SUBMISSION OF PROPOSAL</b>	<b>09/24/2024, 3:00 PM</b>
Recommendations to City Commission (Tentatively)	10/08/2024
Contract Award	10/10/2024
Protest Deadline	10/31/24

## EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above.

### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Aztec for Engineering Design of the Water Tank Replacement.

### 2. Pre-Proposal Conference.

A Pre-Proposal Conference will be held at Aztec City Hall at 201 W. Chaco Aztec, NM 87410

### 3. Acknowledgement of Receipt

Potential Offerors should email, hand deliver, or return by facsimile, the " Request for Proposals - Acknowledgement of Receipt of Form" that accompanies this document, in section listed PROPOSAL FORMS, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by Acknowledgement Form due date.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.



#### 4. Deadline to Submit Written Questions

Questions and/or clarifications concerning this RFP will be accepted in writing. Requests may be transmitted via email (vtanner@aztecnm.gov). 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, will be issued by due date listed above. No Offeror may rely upon oral responses made by any City employee or any representative of the City.

#### 5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted on City website.

#### 6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE SUBMISSION OF PROPOSAL DUE DATE.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in the PROCUREMENT MANAGER section or submitted to Vendor Registry. Proposals must be sealed and labeled on the outside of the package to clearly indicate which RFP they are responding to, proposals submitted by facsimile, or email will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process.

Proposals will be reviewed for completeness and compliance with requirements by the Procurement Manager. If any proposal submitted is deemed non-responsive by the Procurement Manager, the Offeror will be notified in writing of such determination and the method of protesting that determination.

#### 7. Proposal Evaluation

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

#### 8. Selection of Finalists

The Evaluation Committee will select the finalists, and the Procurement Manager will notify the finalists. Finalist offerors shall submit Cost Response Form.

#### 9. Recommendation to City Commission

A member of the evaluation committee will present the finalist to the City Commission for final

approval. Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule or soon thereafter. This date is subject to change at the discretion of the City of Aztec Procurement office.

#### 10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the City of Aztec Procurement Manager will award as per the schedule or soon thereafter. This date is subject to change at the discretion of the City of Aztec Procurement Manager.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and Commission approval.

In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City of Aztec reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

#### 11. Protest Deadline

In accordance with NMSA 1978, § 13-1-172, 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:

Vanessa Tanner  
Procurement Specialist  
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 ground for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

### GENERAL REQUIREMENTS

#### 1. Prohibited Contacts

The offeror, including any person affiliated with or in any way related to the offeror, is strictly prohibited from any contact with members of the City Commission, evaluation committee member, or City staff on any matter having to do in any respect with this RFP other than as outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the City as prescribed in this RFP.

Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal. offerors shall have no claim against the City for failure to obtain information made available by the City which the offeror could have remedied through the exercise of due diligence.

## 2. Conflicts of Interest

Prospective Consultants warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in procuring the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the City.

offeror must notify the City's Chief Procurement Officer if any employee(s) of the City have a financial interest in the offeror. If yes, the offeror must specify the employee(s) name in their proposal.

Prospective Consultant's Qualification Package shall contain a statement to the effect that the Consultant is not currently committed to another project that would constitute a conflicting interest with any project defined in this RFP.

## 3. Signing of Proposals and Authorization to Negotiate

The original proposal shall be executed by a duly authorized officer of the offeror. The offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP.

## 4. Cost Proposals

Cost Proposals **shall not** be included in the Offeror's proposal, but shall be made available by the top evaluated firm(s) within 48 business hours after the City's request.

## 5. Period of Acceptance

All proposals must remain valid for a minimum period of one hundred-twenty (120) days after the Proposal Due Date. No proposal may be modified or withdrawn by the offeror during this period of time unless prior written permission is granted by the City.

The City reserves the right to request additional information from the offeror at any time during the selection process. The City also reserves the right to extend by sixty (60) days the proposal of any offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of a offeror or request for time extension has not been made by the City after one hundred-twenty (120) days, offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.

## 6. Binding Offers

All proposals submitted by offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 120-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals in the form of binding best and final offers.

## 7. 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 contracting entity that provides for a single, technically and financially capable party 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.

#### 8. Independence of Offeror

The employees, officers and agents of the offeror are not, nor shall they be deemed for any 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 contract is successfully negotiated, will be that of an independent contractor.

#### 9. Business License

Offeror's are advised that they should have or obtain a current City of Aztec business license for the goods or services required under this contract before task order is fully executed, work commences or a Purchase Order is issued.

#### 10. Laws And Regulations

This procurement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Aztec. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Aztec, New Mexico.

#### 11. Confidentiality

It is understood by the Seller or offeror and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Seller or offeror has responded to a City Invitation To Bid (ITB) or a City Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," City agrees to notify Seller of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or offeror provides City with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

#### 12. Bribery and Kickbacks.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Officers 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).

13. Debarment, Suspension, and Ineligibility.

By submitting a response to this solicitation (RFQ, ITB, 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.

## SAMPLE CONTRACT

### Professional Services Agreement

This agreement is made and entered into on \_\_/\_\_/2024 (Upon execution, the Effective Date will be the last signature date) 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 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:**

Provided in Request For Proposal 2025-xxx  
(See Exhibit A)

2. **Compensation:**

A. In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City on a **Net 30 Day** basis and City shall pay only the following charges for services performed as stated in the RFP – Cost Proposal Form

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Services, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Changes to Services:**

City may, at any time, revise the Services by providing written notice to Contractor of the required changes. Contractor may propose changes to the Services to City, but such proposed changes will only become effective upon obtaining the written approval of a City contracting agent or City officer/official. The rate of compensation set forth in **Section 2 "Compensation"** may only be changed by a written agreement of the Parties signed and dated by a City contracting agent or City officer/official and Contractor.

4. **Term:**

This agreement shall be effective from the Effective Date until completion of services unless terminated earlier as provided herein. This agreement shall not be renewed automatically.

## 5. Termination:

**5.1 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.

**5.2 Termination for Convenience:** The City Manager may, upon advance written notice to Contractor, suspend, abandon or terminate the Services, or any portion of the Services thereof, and terminate this Agreement, for any reason whatsoever including for the convenience of City without regard to whether or not Contractor has defaulted or failed to comply with the provisions of this Agreement. If the City Manager terminates the Services, or any portion of the Services thereof for convenience, City shall pay Contractor for all parts of the Services performed prior to the effective date of termination, including materials provided, in conformity with this Agreement, plus an amount for the Contractor's substantiated, reasonable direct costs necessarily incurred in preparation for the parts of the Services not yet performed and in shutting down its operations; plus an amount for a reasonable part of the profit Contractor would otherwise have earned for the percentage of Services performed prior to such termination, provided that the total sum payable to Contractor upon termination shall not exceed the unpaid balance of Contractor's compensation under **Section 2 "Compensation"**. Contractor shall not be entitled to any other costs or damages whatsoever arising out of Contractor's performance of the Services and the termination by City for convenience.

**5.3 Stopping Services.** When City terminates the Services in accordance with "**Termination by City for Cause**" or "**Termination by City for Convenience,**" Contractor shall take the actions set forth herein. Unless City directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly (a) stop performing Services on the date and as specified in the notice of termination; (b) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Services that is not terminated; (c) cancel orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Services terminated; (d) assign to City all of the right, title, and interest of Contractor in all orders and subcontracts related to Services which shall continue; (e) deliver completed work to City and take such action as may be necessary or as directed by City to preserve and protect the work, work site, and any other property related to the Services in the possession of Contractor in which City has an interest; and (f) continue performance only to the extent not terminated.

**5.4 Suspension of the Services.** City may, for any reason, at any time and from time-to-time, by written notice to Contractor, suspend the carrying out of the Services or any part thereof, whereupon Contractor shall suspend the carrying out of the Services or any part thereof for such time or times and in such manner as City may require. During any such suspension, Contractor shall properly protect and secure the results of the Services in such manner as City may reasonably require. Unless otherwise instructed by City, Contractor shall, during any such suspension, maintain its staff and labor on or near the work site and otherwise be ready to proceed with the Services upon receipt of City's further instructions. City and Contractor shall negotiate a change order to address the impact of such suspension on Contractor's compensation and the term of this Agreement in accordance with **Section 3 "Changes to Services"** of this Agreement.

**5.5 Termination by Contractor for City Default.** Subject to City's right of set-off, if City fails to pay Contractor any undisputed amount due hereunder, and such failure continues for thirty (30) days following receipt of written notice thereof from Contractor, then Contractor shall be entitled to suspend further performance of the Services and be paid its costs during the period of suspension in the same manner as provided in **Section 5.4** until the undisputed amount due, plus applicable interest, has been paid. If (a) such failure continues for an additional period of thirty (30) days or (b) Contractor's Services under this Agreement are delayed by an event of Uncontrollable Forces (as defined in **Section 18** herein), and/or suspended by City, for one hundred

eighty (180) days or more, then Contractor shall be entitled to terminate this Agreement by written notice to City and be paid its costs in the same manner as provided in **Section 5.4**.

**Delivery of Documents.** Upon the suspension, abandonment, or termination of this Agreement, in whole or in part, Contractor shall execute and deliver all such instruments and take all such steps, including assignment of its contractual rights with third parties, as may be required to fully vest in City all right, title, and interest in all Services, including but not limited to all plans, specifications, materials, and equipment procured and all contractual rights, and/or cancel or terminate, at City's option, such of those contractual rights including, but not limited to, subcontracts and purchase orders as may be requested in writing by City.

## 6. Contractor Representations and Corrective Action.

**6.1** In addition to other representations and warranties contained in this Agreement, Contractor represents and warrants to City that:

- (a) Contractor has performed similar Services and possesses the specific training, skills, knowledge, necessary personnel, and legal right to perform the Services. Contractor shall provide in connection with the Services the standard of care, skill, and diligence normally provided by a Contractor in the performance of similar services and warrants that all such Services shall be performed in accordance with sound and accepted industry standards and practices, and in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).
- (b) The compensation described in **Section 2 "Compensation"** is reasonable compensation for the performance of the Services, as represented by this Agreement, including all exhibits, and Contractor's independent evaluation of the Services to be performed and investigation of site conditions.
- (c) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform Contractor's obligations required by this Agreement.
- (d) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Services and perform the obligations required by this Agreement and has sufficient experience and competence to do so and is properly insured and licensed to perform the Services.
- (e) Contractor is the holder of or will take the necessary action to obtain all consents, licenses, permits, or other authorizations required to allow it to operate or conduct its business now and as contemplated by this Agreement and to perform the Services under this Agreement.
- (f) No services performed or goods provided by Contractor shall cause any process, procedure, hardware, software, firmware, micro-code, equipment, component or device or any part thereof that is used in City's operations and is currently Date Data Compliant, to thereafter cease to be Date Data Compliant. Contractor represents and warrants that all services rendered by Contractor to City pursuant to this Agreement shall be Date Data Compliant and that all processes, procedures, hardware, software, firmware, micro-code, equipment, components, devices or any part thereof provided by Contractor to City in rendering such services are designed to be Date Data Compliant. For purposes of this Agreement, "Date Data Compliant" means that all date-data is electronically recognized, handled and manipulated without interruptions or inaccuracies.

**6.2** Contractor shall remedy, at its own expense, any problems or damages arising out of Contractor's failure to perform the Services in accordance with this Agreement. If Contractor does not take the necessary corrective action within a reasonable time after receipt of City's written notice of the problem, City may take

such corrective action through itself or through contract with others, and shall charge Contractor for all such costs incurred by City. The rights and remedies of City provided for in this **Section 6** are in addition to and do not limit any other rights and remedies available to City at law or in equity.

7. **Regulatory Proceedings:**

Contractor shall testify, when required by City, on City's behalf in any court or governmental or regulatory agency hearings or proceedings relative to the Services performed under this Agreement. Contractor's testimony shall be limited to the scope of services performed by Contractor per the Services, subject to compensation at negotiated rates.

8. **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.

9. **Liability:**

**9.1 Contractor General Indemnity.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, including its affiliates, directors, officers, officials, employees, and agents, from and against liability, claims, damages, losses or expenses, including attorney fees, arising out of, or resulting from performance of the Services or this Agreement, but only to the extent that the liability, damages, losses, or costs are caused by, or arise out of, the acts or omissions of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall apply equally to injuries to Contractor's employees.

**9.2 Compliance with Laws.** Contractor shall indemnify, defend, and hold harmless City from and against any claims, damage and expense (including reasonable attorney fees) arising out of the violation by Contractor of any applicable law, rule regulation, or ordinance relating to Contractor's operations and performance of the Services.

**9.3 Intellectual Property Rights Infringement Indemnity.** Contractor warrants that none of the Services, or the results thereof, performed by Contractor, or the documents, goods or equipment produced, designed, fabricated, or assembled by Contractor pursuant to this Agreement infringe upon or violate any patent, copyright, trade secret, or any other intellectual or property rights of any third party. If any third party makes a claim or commences a proceeding against City alleging such an infringement or violation, Contractor shall indemnify, defend and save harmless City, its directors, officers, officials, employees, agents and affiliates from and against all damages and costs incurred by or awarded against City (including court costs and reasonable attorney fees). City will notify Contractor if any such claim is made or proceeding is commenced. City may, at its option, be represented by separate legal counsel in any such claim or proceeding. Contractor shall reimburse City the costs and expenses incurred by City in being so represented, including reasonable attorney fees. If the use of any of the Services, or the results of such Services, or documents, goods, or equipment, or any part thereof, furnished under this Agreement is held in any such claim or proceeding to constitute an infringement and/or is enjoined, whether temporarily or permanently, Contractor shall, at its sole cost and expense, either:

- (a) procure for City the right to use the results of such Services or such documents, goods and equipment; or



- (b) replace the results of such Services or such documents, goods, or equipment with non-infringing results, documents, goods or equipment having the equivalent functionality as the infringing or allegedly infringing results, documents, goods or equipment; or
- (c) modify the results of such Services or such documents, goods, or equipment so as to make them non-infringing, but equivalent in functionality.

**9.3.1 Best Efforts.** Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property rights indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

**9.4 Limitation.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED. THIS LIMITATION ON CONSEQUENTIAL DAMAGES DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR DIRECT DAMAGES TO PROPERTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

**9.5 Bribes and Gratuities.** By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors/Bidders/Contractors/Consultants/Sellers/Suppliers of the following:

- (a) 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);
- (b) it is a third-degree felony to commit the offense of demanding or receiving a bribe buy a public officer or public employee (Section 30-24-2, NMSA, 1978);
- (c) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); and
- (d) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

**10. 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.

**11. Subcontracting:**

It is understood and agreed that City has chosen Contractor based on Contractor’s qualifications to perform services of the nature contemplated by this Agreement. Accordingly, Contractor shall not assign, transfer, subcontract or otherwise dispose of any of its obligations pursuant to this Agreement without first obtaining the written consent of City, which consent may be withheld if City, in its sole opinion, considers that it is not in its best interests, economic or otherwise, to do so. City may, at its option and at any time, assign this Agreement, in whole or in part. City shall promptly notify Contractor in writing of any such assignment, unless such assignment is to an affiliate of City. In the event City assigns this Agreement, it shall be relieved of all financial responsibility related to the portion of this Agreement so assigned.

**12. Invoicing and Payment:**

Contractor shall submit invoices to City, referencing this Agreement number and Purchase Order number, together with such documentation as City may require, at the following address:

Address: City of Aztec Email: [acctspayable@aztecnm.gov](mailto:acctspayable@aztecnm.gov)  
 Attn: Accounts Payable  
 201 W Chaco, Aztec NM 87410

If City has no objections to an invoice, it shall pay the invoice in full within ten (10) days after receipt of such invoice. If City objects to an invoice or any portion thereof, it shall notify the Contractor of its objections within ten (10) days after receipt and may withhold payment of the disputed amount. Any objections or disputes concerning invoices shall be resolved in accordance with **Section 29 “Dispute Resolution.”**

**13. Records and Audit:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered for a minimum of three (3) years from the date of final payment. 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.

**14. Taxes:**

Contractor shall pay all taxes and contributions for unemployment insurance, retirement benefits, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Contractor by law or collective bargaining agreements with respect to persons employed by Contractor for performance of the Services. Contractor shall be liable for and shall pay and shall indemnify, defend, and hold City harmless from, all such taxes and contributions or any interest accrued and penalties imposed, and reasonable attorney fees and all taxes (including but not limited to, income, withholding, gross receipts, compensating, use and all other taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on or because of the Services, or on any materials, equipment, services, or supplies furnished in the performance of the Services. On all invoices, Contractor shall separately show all New Mexico gross receipts, compensating, sales, and other similar taxes which are reimbursable by City to Contractor, provided that in no event will interest or penalties on such taxes be reimbursable by City. Contractor shall utilize appropriate New Mexico Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize such gross receipts, compensating, sales, and other similar taxes.

**15. 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.

**16. 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.

**17. 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. This Agreement is subject to the provisions of the Public Records Act (Chapter 14 Article 3 NMSA 1978).

**18. Uncontrollable Forces:**

Neither Party shall be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the control of the Party affected and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, war, terrorist activity, riot, civil disturbance,

sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal, or federal agency or person for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, breakdown or damage to generation and transmission facilities belonging to City, failure of facilities, strikes or other labor disputes, or restraint by court or public authority, any of which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Contractor shall make no claim for additional compensation or damages by reason of any delay due to an Uncontrollable Force; however, Contractor shall be entitled to a reasonable extension to the time schedule for delays resulting from an Uncontrollable Force.

19. **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. Contractor shall notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Purchasing Division have a financial interest in the Contractor's business operations.

20. **Intellectual Property:**

**20.1 Intellectual Property Rights.** Contractor agrees that all inventions made, works created and trade secrets learned by Contractor in connection with providing products or services to City pursuant to this Agreement and which relate to the business of City, including all patent, trademark, copyright, and trade secret rights thereto, belong to City. Contractor hereby assigns all such rights to City and agrees to execute all documents necessary to effect such assignment. Contractor further agrees to cooperate with City, at City's expense, in all steps necessary to protect such rights, including assisting in preparing applications, signing all necessary documents, testifying in court proceedings, and retaining secret information concerning an invention that is not public knowledge.

**20.2 License.** Contractor hereby grants to City a fully paid, royalty free, non-exclusive, non-terminable, perpetual license to use, copy, and create derivative works of any pre-existing copyrighted, patented and/or proprietary work that is incorporated into the Services or the results of the Services, or into the documents, goods and equipment produced, designed, fabricated and assembled by Contractor pursuant to this Agreement, including the right to create sub-licenses without any duty to account to Contractor. If so requested by City, Contractor shall cooperate with City in executing all such assignments, oaths, declarations and other documents as may be prepared by City to effect and evidence the foregoing.

**20.3 Best Efforts.** Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

21. **Amendment:**

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

**22. 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.

**23. 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.

**24. Fair Labor Standards**

Contractor shall comply with the Fair Labor Standards Act of 1938, as amended, and any regulations issued pursuant thereto by the Department of Labor. It is agreed that all applicable laws, rules and regulations are incorporated herein by referenced in this Agreement and bind Contractor as a contractor of City.

**25. Executive Orders**

City is an equal opportunity employer. Pursuant to Executive Orders 11246, 11625, 11701, 11758 and 13201, as amended or superseded, in whole or in part from time-to-time, and all regulations issued thereunder, it is agreed that all applicable laws, rules, and regulations are incorporated by reference in this Agreement and bind Contractor as a contractor of City.

**26. Drug and Alcohol Policy**

**26.1** Contractor, in the performance of any Services requiring the physical presence of its employees on City's property or on the property of others for which City has acquired access rights, shall maintain a drug and alcohol policy, as respects its employees and subcontractors involved in the performance of such Services, which policy at a minimum includes reasonable testing procedures and which advances the policy of providing a work environment that is free from the use, consumption, possession, sale, or distribution of illegal drugs or alcohol, and from the misuse of legal drugs on City's premises and work sites, including vehicles used on company business.

**26.2** Contractor shall also comply with all applicable laws concerning drug and alcohol use, including, if applicable, requirements of the United States Department of Transportation. Contractor shall require that each subcontractor complies with the drug and alcohol policy requirements and applicable laws as set forth herein and, upon request by City, will provide to City verification of Contractor's and subcontractor's compliance with such policy requirements and applicable laws.

**26.3** Contractor shall provide City and any public authority having jurisdiction with access to Contractor's facilities and records to audit Contractor's drug and alcohol policy, records and testing program including, if applicable, United States Department of Transportation requirements, as provided in Section 8 "Audit."

**26.4** City may remove a Contractor's employee from any work or work site if City reasonably suspects the employee is under the influence of controlled substances or alcohol until such time as Contractor confirms by testing that the employee is fit for duty.

**26.5** Contractor shall notify City in writing within ten (10) days any time there is a change in the person or personnel administering Contractor's drug and alcohol program.

**27. Unlawful Discriminatory Practice**

In responding to this solicitation, the Contractor represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.

**28. Insurance:**

**28.1 Prior to commencement of the Services,** Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under Applicable Laws. Unless otherwise indicated below, each insurance policy of Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor will provide the City with certificate(s) of insurance (COI) evidencing that all coverages, limits, and endorsements required herein are in full force and effect. Such COI(s) shall also reference this Agreement/Contract number. With respect to any insurance policy referenced on a COI, Contractor will (or he will cause the respective insurance carrier to) provide the City with a minimum thirty (30) days written notice in the event of cancellation, termination, non-renewal, or any other material change. Any such written notice shall also include copies of the non-renewal or cancellation notice originated by the insurance carrier. Written notice may be submitted via fax, courier, or postal service in accordance with the notice provision herein.

If Contractor fails to obtain and keep in force the insurance required hereunder, the City may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to the City on demand. Review of Contractor's insurance by the City shall not relieve or increase the liability of Contractor. Nothing in this Agreement/Contract shall be deemed to limit Contractor's liability under this Agreement/Contract to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby. Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation, shall name the City and its directors, officers, officials, managers, representatives, agents and employees as additional insured, to the extent allowable under such policies.

**28.2 Minimum Coverage.** Without limiting any of the liabilities or other obligations of Contractor under this Agreement, including but not limited to **Section 9 "Liability,"** Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

**Worker's Compensation Insurance.** To cover obligations imposed by federal and state statutes pertaining to Contractor's employees engaged in the performance of any services, and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000).

**Commercial General Liability Insurance,** or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." The policy shall be endorsed to include City as an additional insured only to the extent City is vicariously liable for the negligence, acts or omissions of Contractor.

**Business Automobile Liability Insurance**, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor’s vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

**Errors and Omissions.** Contractor shall provide Errors and Omissions insurance with a minimum limit of One Million Dollars (\$1,000,000).

**28.3 Subcontractors.** Contractor shall require that each subcontractor comply with the insurance requirements set forth in **Section 28.2 “Minimum Coverage.”**

**29. Dispute Resolution**

If the Parties are unable to resolve any dispute within 30 days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars (\$250,000), then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, § 44-7A- 8, *et seq.* (2001), as amended from time to time. A Party demanding arbitration shall give the other Party timely notice of such election pursuant to **Section 33 “Notice”** and such notice shall describe the nature of the dispute and the amount in controversy. The Parties shall then jointly select an arbitrator and failing such mutual agreement, the arbitrator shall be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration shall be held in Farmington, New Mexico. Discovery shall be by agreement of the Parties or as ordered by the arbitrator, provided that the Parties shall comply with the following minimum discovery requirements: at least ten (10) calendar days prior to the arbitration, the Parties shall exchange copies of all exhibits to be used at the arbitration and a list of witnesses and a summary of the matters as to which each witness is expected to testify.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars (\$250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, shall be split equally by the Parties, except that the Parties shall be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this **Section 29** shall affect restrict, condition, or otherwise limit a Party’s right to terminate this Agreement pursuant to **Section 5 “Termination.”**

In the event of a conflict between the terms and provisions of any Purchase Order (that is incorporated herein by reference) and the terms and provisions contained in the main body or any other part of this Agreement, the terms and provisions of the Agreement shall govern and control. In the event of a conflict between or among the terms and provisions of any of the other documents forming a part of the Agreement (incorporated by reference), the following order of priority shall apply (with higher-listed documents governing and controlling over lower-listed documents):

- |         |                          |         |                       |
|---------|--------------------------|---------|-----------------------|
| First:  | Changes to Services      | Fourth: | City’s RFB/RFP        |
| Second: | Exhibits and Attachments | Fifth:  | Specifications        |
| Third:  | Scope and Drawings       | Sixth:  | Contractor’s proposal |

**30. Non-Exclusive Relationship:**

Contractor expressly acknowledges and agrees that City may enter into similar contractual arrangements with other parties and that City may assign similar services to such other parties. Further, City acknowledges and agrees that Contractor may enter into contractual arrangements with other parties during the term of this

Agreement provided that the obligations of Contractor pursuant to such contractual arrangements do not in any manner interfere with Contractor's performance of its obligations to City pursuant to this Agreement.

**31. 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.

**32. 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.

**33. 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: Jeff Blackburn, City Manager  
City of Aztec, 201 W Chaco, Aztec, New Mexico 87410

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

**34. Designated Representative:**

City Designated Representative: \_\_\_\_\_, Department Supervisor  
Aztec, New Mexico 87410

The Designated Representative's authority shall encompass but not be limited to (1) issuance of instructions, (2) interpretation of plans, (3) review and inspection of Contractor's Services, (4) rejection of nonconforming Work, (5) determination of when Services is complete, (6) approval of progress payments and final payment, and (7) first point of contact for certain Change Orders as set forth in Article 3 "Changes to Services". All field communications from Contractor to City shall be directed to the Designated Representative. City may appoint another Contract Administrator at any time by written notice to Contractor.

Contractor Project Manager: \_\_\_\_\_

All instructions, requests for Change to Services and other communications from the City to the Contractor shall be directed to the Project Manager. Contractor may appoint another Project Manager upon ten (10) calendar days' prior written notice to City. If City objects to the new appointee, Contractor shall appoint a Project Manager acceptable to City.

**35. Binding Effect:**

This Agreement and all provisions hereof shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns.

**36. Governing Law and Venue:**

This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico, without regard to the conflicts of law rules of that State. Any action at law or in equity or judicial proceedings instituted by a Party for the enforcement of this Agreement shall be instituted only in state or federal courts of the State of New Mexico.

**37. Counterparts:**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. City and Contractor may retain a duplicate copy (e.g. electronic image, photocopy, facsimile) of this Agreement, which shall be considered an equivalent to this original.

**38. Survival of Obligations:**

In addition to the continuation of confidentiality obligations as specified in **Section 17 “Confidentiality,”** Contractor’s representations and warranties under **Section 6 “Contractor Representations and Corrective Action,”** indemnity obligations, including those under **Section 9 “Liability,”** and **Section 26 “Drug and Alcohol”** of this Agreement, shall survive the expiration or any termination of the Agreement, it being agreed that said obligations are and shall be of a continuing nature.

**39. Agreement Authors:**

The Parties have agreed to this Agreement and no ambiguity shall be construed against any Party based on the identity of the author or authors of this Agreement.

**40. Entire Agreement:**

This Agreement represents the entire agreement and understanding between City and Contractor with respect to the subject matter hereof and performance of the Services, and supersede any prior understandings, representations, or agreements, whether verbal or written, prior to execution of this Agreement. If any Services were performed by Contractor under verbal agreement or under a limited notice to proceed prior to the execution of this Agreement, then this Agreement shall apply thereto in the same manner as if made before such Services were performed.

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 \_\_\_\_\_ 2024.

**CONTRACTOR:**

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

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

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

\_\_\_\_\_  
Federal Taxpayer Identification or  
Social Security Number

\_\_\_\_\_  
NM Taxpayer Identification  
Number

\_\_\_\_\_  
City Business License  
Number

**CITY OF AZTEC:**

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

Jeff Blackburn, City Manager

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

Karla Saylor, City Clerk



## PROPOSAL FORMAT REQUIREMENTS

### GENERAL FORMAT FOR PROPOSALS

Offerors shall submit only one proposal in response to this RFP. To facilitate comparison and evaluation, Offerors shall 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. Offerors should refer to evaluation criteria in the preparation of proposals. 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.

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

### NUMBER OF COPIES

Offeror's Technical and Cost proposal must be clearly labeled, numbered and indexed as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposal** - one (1) original, two (2) hard copies and one (1) electronic version formatted as a single PDF document provided on a USB drive, in sealed envelopes, plainly marked:

RFP #: 2025-857 South Aztec Water Tank Replacement – Design

2. **Cost Proposal** - one (1) original, two (2) hard copies and one (1) electronic version formatted as a single PDF document provided on a USB, in sealed envelopes, plainly marked:

RFP #: 2025-857 South Aztec Water Tank Replacement – Design

\*Cost Proposals shall not be included in the Offeror's proposal but shall be made available by the top evaluated firm(s) within 48 business hours after the City's request.

The original, hard copy and electronic copy information must be identical. The electric version can NOT be emailed. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

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.

## PROPOSAL CONTENT AND ORGANIZATION OF MATERIALS

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

### Technical Proposal:

- A. Submittal Form
- B. Table of Contents
- C. Signed Forms:
  - Campaign Contribution Disclosure Form
  - Debarment/Suspension Certification Form
  - New Mexico Preference, Resident Veteran, Resident Native American and Resident Native American Veteran Proof of Certification.
  - Drug Free Workplace\*Documents are included in the Proposal Forms Section.
- D. General Information or Proposal Summary (optional)
- E. If Applicable, Contractual Considerations of Draft (Professional Service Agreement)
- F. Respond to Specifications (except cost information which shall be included in Cost Proposal Only)
  - I. Detail technical approach to the project
  - II. Project Team and organization structure
  - III. Organizational Experience
  - IV. Organizational References
  - V. Offeror Qualifications
- G. Other Required Documents
  - Signed W9
  - Certificate of Insurance.

### Cost Proposal:

Completed Cost Response Form

**Shall not** be included in the Technical proposal but shall be made available by the top evaluated firm(s) within 48 business hours after the City's request.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

# PROPOSAL SPECIFICATIONS

## OBJECTIVES

The City is seeking professional service from firms interested in providing Engineering Services for design, bid support and construction management of a Replacement Water Tank and Associated Infrastructure including:

- Design a durable, cost-effective water storage tank with a capacity of approximately 750,000 gallons.
- Ensure the water tank and associated infrastructure meet all relevant local, state, and federal regulations.
- Remove the existing Bladder Tank and level the ground site area.
- Include design of a new perimeter fence, SCADA instrumentation, security cameras, and hatch alarm to integrate with the City's existing SCADA system.
- Provide space and design provisions for a future second water tank and related pipe connections.

## SCOPE OF SERVICES

1. Preliminary Phase: This phase involves those activities required for defining the scope of the project and establishing preliminary requirements including, but not limited to, the following:

- ❖ Conduct a site survey to assess topography, soil conditions, and existing infrastructure, including the existing Bladder Tank.
- ❖ Identify and evaluate potential design options, considering materials, structural integrity, cost-effectiveness, and integration with SCADA systems.
- ❖ Provide conceptual designs and preliminary cost estimates for the water tank, removal of the Bladder Tank, and associated infrastructure.
- ❖ Conduct stakeholder meetings to gather input and feedback.

2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design including, but not limited to, the following:

- ❖ Develop detailed design plans for the 750,000-gallon water tank, including:
  - Structural design (materials, dimensions, foundation, etc.)
  - Corrosion protection measures
  - Access and safety features
  - Environmental and aesthetic considerations
- ❖ Design of all associated waterlines and appurtenances, including
  - Waterline routing from the existing system to the new tank and from the new tank to the system
  - Valves, meters, and other control devices
  - Pressure management systems

- ❖ Design provisions for the future expansion, including:
  - Site layout for a second water tank
  - Connections and valving for future piping
- ❖ Design and specifications for the removal of the existing Bladder Tank and leveling of the ground site area.
- ❖ Design of a new perimeter fence, SCADA instrumentation, security cameras, and hatch alarm:
  - SCADA instrumentation must be compatible with the City's existing system.
  - Security cameras and hatch alarms should be integrated into the SCADA system for remote monitoring and alerts.
- ❖ Prepare detailed specifications, drawings, and cost estimates.
- ❖ Ensure all designs comply with local, state and federal regulations, including environmental, safety, and construction standards.
- ❖ Obtain necessary permits and approvals from relevant authorities.

3. Bidding Phase: This phase, at a minimum, involves providing plans, specifications, and all bid documents including, but not limited to, the following:

- ❖ Assisting in the preparation of bidding documents, including technical specifications and design drawings
- ❖ Provide support during the bidding process, including responses to bidder questions and clarifications, analyzing bids and furnishing recommendations to the City.

4. Construction Phase: This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following:

- ❖ Provide project management services throughout the construction phases including:
  - Providing construction-phase support, including design clarification, site visits, and coordination with contractors.
  - Providing on site construction inspection and management during the construction or installation phase of the project and providing appropriate reports to the City.
  - Reviewing, analyzing, and approving laboratory and test reports of materials and equipment.
  - Reviewing and verifying change orders.
  - Making final inspection and submitting a report of the completed project to the Sponsor, including "as built" drawings.

5. Proposers may be required to provide other incidental services, or subcontract with third party individuals or companies for such services. Incidental services include, but are not limited to, the following:

- Soil investigation, including sampling, laboratory tests, related analyses, & reports.
- Land surveys and topographic maps.
- Assist Sponsor in preparing equipment specifications for procurement purposes.

## PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

The Offeror must provide a detailed overview of the proposed project team, highlighting the roles, responsibilities, and qualifications of key personnel. This section should clearly outline the organizational structure, demonstrating how the team will function efficiently and effectively to meet the project's objectives.

## ORGANIZATIONAL EXPERIENCE

Offerors must provide a description of relevant experience with government and private sector, specifically with local public bodies of government. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of Engineering Services.

## ORGANIZATIONAL REFERENCES

Offerors must provide at least three (3) references from similar projects completed within the last three years for private, state or large local government clients. **Offeror is required to send an Organization Reference Questionnaire to the business references they list. The references must submit the Questionnaire Form directly to the Procurement Manager.** It is the Offeror's responsibility to ensure the completed forms are received by the Procurement Manager on or before the proposal due date specified in the schedule. These references will be included 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 Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference, so the Procurement Manager and all members of the Evaluation Committee receive the same information.

Additionally, the City reserves the right to consider any and all information available (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) Description of the project;
- c) Project start and end dates;
- d) Name of the staff members who were assigned to the referenced project.
- e) Client's contact information, including name, telephone number, and e-mail address.

## OFFEROR QUALIFICATIONS

- A. Offeror must be licensed pursuant to the requirements of any applicable statutes and must be in good standing and have a good reputation for reliability, honesty and integrity.
- B. Offeror should provide excerpts from any standard publications which refer to the qualifications or standing of the firm or practitioner such as any listing from journals or publications.
- C. Identify depth of staffing, ability of Offeror to respond quickly to requests for service.

## REVIEW AND EVALUATION

### PROPOSAL EVALUATION

The Evaluation Committee will review each Offerors proposal. Points will be allocated by each member, as outlined 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.

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

### EVALUATION CRITERIA

Criteria		Points Possible
<b>1</b>	<p><b>Organizational Experience</b></p> <ul style="list-style-type: none"> <li>• Thoroughness: The response should provide a comprehensive and detailed account of the Offeror's relevant past engagements, particularly those similar in scope and complexity to the current project.</li> <li>• Clarity and Organization: The response should be well-structured and easy to follow, with a logical flow that clearly outlines the Offeror's experience. Points will be given for a response that is concise yet complete, avoiding unnecessary jargon or ambiguity.</li> <li>• Perceived Validity: The engagements cited should demonstrate genuine, relevant experience. Points will be awarded for examples that clearly show the Offeror's ability to successfully complete similar projects, with strong supporting evidence.</li> <li>• Knowledge of Proposed Staff: The response should showcase the expertise and qualifications of the proposed team members. Points will be given based on how well the staff's knowledge and experience align with the project's requirements.</li> </ul> <p>This criterion evaluates not only the Offeror's past performance but also the relevance and reliability of their experience, ensuring that the proposed team is well-equipped to handle the project.</p>	25
<b>2</b>	<p><b>Organizational References</b></p> <p>Points will be awarded based on the evaluation of responses from the Organizational References Questionnaire. Each response will be evaluated individually, with points awarded based on the quality and relevance of the answers provided.</p> <ul style="list-style-type: none"> <li>• Scoring: Each Organizational Reference Questionnaire submitted to the Procurement Manager can earn up to 7 points, with a total of 21 points possible. Offerors must provide 3 references.</li> </ul>	21

<b>Criteria</b>		<b>Points Possible</b>
	<ul style="list-style-type: none"> <li>An incomplete Organizational Reference Questionnaire will result in a lower score.</li> </ul> <p>The final score for this category will reflect the cumulative points from all responses, emphasizing the importance of thorough and accurate answers to each question.</p>	
<b>3</b>	<p><b>Offer Qualifications</b> Points will be awarded based on the quality, depth, and relevance of the Offeror’s qualifications as demonstrated in their response. Key factors include:</p> <ul style="list-style-type: none"> <li><b>Detail and Thoroughness:</b> The response should be well thought-out and detailed, providing a comprehensive overview of the Offeror’s qualifications. Points will be awarded for responses that clearly outline the Offeror’s capabilities and experience relevant to the project.</li> <li><b>Relevance and Applicability:</b> The qualifications described should directly apply to the scope of work for this project. Points will be awarded based on how well the Offeror’s experience and skills align with the specific requirements of the project.</li> <li><b>Clarity and Professionalism:</b> The response should be professionally presented, clearly written, and organized. Points will be given for a response that is easy to understand and free of unnecessary jargon.</li> </ul> <p>This criterion focuses on the Offeror’s ability to demonstrate their qualifications in a manner that is both relevant and persuasive, ensuring they are well-equipped to successfully deliver the project.</p>	<b>30</b>
<b>4</b>	<p><b>Respondents Affiliations</b> Points will be awarded based on the evaluation of the Respondent’s affiliations to ensure there are no apparent conflicts of interest. Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li><b>No Conflicts of Interest:</b> If the Respondent has no affiliations that present a conflict of interest with the project or the contracting entity, a maximum of 6 points will be awarded.</li> <li><b>Potential Conflicts:</b> If any affiliations raise concerns about a potential conflict of interest, points may be deducted based on the severity and nature of the conflict.</li> </ul> <p>This criterion ensures that the Respondent’s affiliations are transparent and do not compromise the integrity or objectivity of the project.</p>	<b>6</b>

<b>Criteria</b>		<b>Points Possible</b>
<b>5</b>	<p><b>Proposal Responsiveness</b> Points will be awarded based on the following factors:</p> <ul style="list-style-type: none"> <li>• <b>Completeness:</b> The proposal should be thorough, addressing all aspects of the requested services as outlined in the RFP. Points will be awarded for a proposal that fully meets all requirements without omissions.</li> <li>• <b>Originality:</b> The proposal should demonstrate innovative thinking and a unique approach to delivering the services requested. Points will be awarded for proposals that stand out with creative solutions.</li> <li>• <b>Creativity:</b> The Offeror's approach should not only fulfill the requirements but also showcase creative problem-solving and forward-thinking strategies. Points will be awarded based on how well the proposal offers new and effective ways to achieve project goals.</li> </ul> <p>A proposal that is complete, original, and creatively addresses the project's needs will receive the highest points under this criterion.</p>	18
<b>The proposal will be evaluated based on the above criteria.</b>		<b>100 Points Total</b>
<p>Additional Available Points:</p> <p>New Mexico Preference - Resident or Resident Native American Vendor Points per Section IV C. 6 <i>Certification must be included to be considered</i> Or New Mexico Preference - Resident Veterans or Resident Veteran Native American Points per Section IV C.6 <i>Certification must be included to be considered</i></p>		8  10



## EVALUATION PROCESS

1. 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.
2. The Procurement Manager may contact the Respondent for clarification of the response.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in the Evaluation Criteria section, which have been assigned a point value. The responsible Respondents with the highest scores will be selected as finalist Respondents, based upon the proposals submitted. The responsible Respondents whose proposals are most advantageous to the City of Aztec taking into consideration the evaluation factors in the Evaluation Criteria section will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## PROPOSAL FORMS

**REQUEST FOR PROPOSAL**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
RFP 2025-857 South Aztec Water Tank Replacement - Design

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Sample Contract.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00pm MST on Tuesday September 17, 2024. Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Respondent written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Vanessa Tanner, Procurement Specialist  
RFP 2025-857 South Aztec Water Tank Replacement - Design  
City of Aztec  
201 W Chaco  
Aztec NM 87410  
Fax: 505-334-7649  
E-mail: vtanner@aztecnm.gov

# SUBMITTAL FORM

RFP 2025-857 South Aztec Water Tank Replacement – Design

## 1. RESPONDENT INFORMATION

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS/CITY/STATE/ZIP

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

New Mexico Tax ID No: \_\_\_\_\_ Federal Tax Id No: \_\_\_\_\_

## 2. CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRIES

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

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

## 3. PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER

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

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

## 4. PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER

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

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

**IMPORTANT – PROPOSALS SUBMITTED ELECTRONICALLY MUST BE SUBMITTED THROUGH THE CITY’S E-PROCUREMENT SYSTEM ONLY. HARD COPY 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 PROPOSALS WILL NOT BE ACCEPTED.**

Sealed proposals will be received until the due date and then opened at the City of Aztec Finance Department. 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.

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 Request for Proposal (“RFP”), and that the undersigned Respondent has read and understands the scope and conditions of the RFP.

The undersigned accepts the Conditions Governing the Procurement.

The undersigned concurs that submission of our proposal constitutes acceptance of this RFP.

The undersigned acknowledges receipt of any and all amendments.

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of the contract.

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.

To be a valid proposal, person authorized to contractually obligate organization must sign:

---

Print Name	Title
------------	-------

---

Signature	Date
-----------	------

## Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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.

"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 Michael A Padilla, Sr, Mayor-ProTem Kenneth B. George, Commissioner Austin R. Randall, Commissioner Colby L King, and/or Commissioner Jim Crowley.

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) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Print Name Title (position)

\_\_\_\_\_  
Signature Date

—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.

\_\_\_\_\_  
Print Name Title (position)

\_\_\_\_\_  
Signature Date

## DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

### CONFLICT OF INTEREST

No elected official or employee of the City of Aztec (COA) has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any COA elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

### DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the COA Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal , state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

### CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements RFP SEC II Conditions Governing The Procurement: C General Requirements: Disclosure Regarding Responsibility and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Names Typed: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_



## **New Mexico Preference for Resident, Resident Veteran, Resident Native American and Resident Native American Veteran Proof of Certification**

Preference will be given for NM Resident, NM Resident Veteran, NM Resident Native American, and NM Resident Native American Veteran contractors. These preferences are not cumulative and do not apply to contracts utilizing federal funds.

All contractors wishing to obtain resident preference are required to submit a current Resident Business/ Contractor Preference Certificate issued by the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It is the sole responsibility of Bidders to obtain certification prior to the bid opening date. For additional information call 505-827-0951 or go to :<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

**A copy of Resident, Resident Veteran, Resident Native American, or Resident Native American Veteran Certification must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

Please check only one:

- New Mexico Resident
- New Mexico Resident Veteran
- New Mexico Resident Native American
- New Mexico Resident Native American Veteran

**Please attach certification following this declaration.**

\_\_\_\_\_  
(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 termination of award of the procurement involved if the statements are proven to be incorrect.

# DRUG-FREE WORKPLACE CERTIFICATION

Project Name: RFP 2025-857 South Aztec Water Tank Replacement - Design

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 Name

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Date Executed

# ORGANIZATIONAL REFERENCE QUESTIONNAIRE

RFP 2025-857 South Aztec Water Tank Replacement - Design

---

(Name of Respondent)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the City of Aztec via facsimile or e-mail at:

Name: Vanessa Tanner, Procurement Specialist  
Address: 201 W Chaco, Aztec NM 87410  
Telephone: 505-334-7652  
Fax: 505-334-7649  
Email: [vtanner@aztecnm.gov](mailto:vtanner@aztecnm.gov)

no later than **Tuesday September 24, 2025, 3:00PM MST**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Aztec Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact fax number</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (starting and ending)</b>	

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE Cont.

### QUESTIONS:

In what capacity have you worked with this vendor in the past?

COMMENTS:

How would you rate this firm's knowledge and expertise?

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

COMMENTS:

How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

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

COMMENTS:

What is your level of satisfaction with hard-copy materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE Cont.

Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

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

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

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

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

COMMENTS:

How satisfied are you with the products developed by the vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

# COST PROPOSAL FORM

RFP 2025-857 South Aztec Water Tank Replacement – Design

Offeror Name: \_\_\_\_\_

Date: \_\_\_\_\_

## 1. Preliminary Phase

Provide a breakdown of costs for all services related to the preliminary phase of the project.

Description of Services	Estimated Hours	Hourly Rate	Total Cost
Site Analysis & Assessment			
Evaluation of Design Options			
Preliminary Engineering Report			
Permitting and Regulatory Research			
Other, Please Specify			
<b>Subtotal for Preliminary Phase</b>			

## 2. Design Phase

Provide a breakdown of costs for all services related to the design phase of the project.

Description of Services	Estimated Hours	Hourly Rate	Total Cost
Detailed Design and Drawings			
Specifications Development			
Design Reviews and Revisions			
Permitting and Approvals			
Other, Please Specify			
<b>Subtotal for Design Phase</b>			

## 3. Bidding Phase

Provide a breakdown of costs for all services related to the bidding phase of the project.

Description of Services	Estimated Hours	Hourly Rate	Total Cost
Preparation of Bid Documents			
Evaluation of Bids			
Bidder Recommendation Letter			
Other, Please Specify			
<b>Subtotal for Bidding Phase</b>			

**4. Construction Phase**

Provide a breakdown of costs for all services related to the construction phase of the project.

Description of Services	Estimated Hours	Hourly Rate	Total Cost
Construction Management			
Site Inspections			
Review of Lab & Field Reports			
Final Inspections and Certifications			
Other, Please Specify			
<b>Subtotal for Construction Phase</b>			

**5. Total Proposal Cost**

Summarize the total costs for all phases.

Phase	Total Cost
Preliminary Phase	\$
Design Phase	\$
Bidding Phase	\$
Construction Phase	\$
<b>Total Proposal Cost</b>	\$

**Notes:**

- All estimated hours and hourly rates must be filled in by the Offeror.
- The Offeror must ensure all costs associated with each task are included.
- The total cost should reflect the full scope of work required to deliver the design, bidding and construction phase as specified.

**Authorized Name (Print):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_