

REQUEST FOR PROPOSALS

FOR

RFP 20-PW-008

**Design Services for the Reconstruction of Southern
Boulevard Phase II**

**City of Rio Rancho Project Number: PW2077
NMDOT Project Control Number: A301042**

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Thursday, April 30, 2020

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Attachments to RFP

- Attachment 1 – PW1384 (CN A301040) Southern Blvd. Preliminary Design
Project Phase A/B Report – Detailed Evaluation of
Alternatives**
- Attachment 2 – Black Watershed Park Management Plan Technical
Addendum August 2013 – Southern Sandoval County
Arroyo Flood Control Authority**

1. **INTRODUCTION**

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

1.2. Overview. This Request for Proposal (RFP) is issued by the City of Rio Rancho (City) to solicit competitive sealed proposals for the award of a contract to a Consultant to provide design services for the reconstruction of Southern Boulevard from Golf Course Road to Unser Boulevard in accordance with all New Mexico Department of Transportation (NMDOT), Federal Highway Administration (FHWA) and City requirements.

This project is partially funded by FHWA funds, and the NMDOT therefore the City of Rio Rancho and the awarded Consultant must comply with all Federal and State requirements. The City of Rio Rancho encourages Disadvantaged Business Enterprises (DBEs), small/minority businesses, women's business enterprises, and labor surplus area firms to participate in this solicitation. All qualified bidders shall receive consideration for employment without regard to race, color, religion, sex or national origin.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Matthew Schimmel, Purchasing Specialist
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 891-5064
mschimmel@rrnm.gov

2. **CONDITIONS GOVERNING PROCUREMENT**

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Thursday, March 26, 2020	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Monday, April 20, 2020	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, April 23, 2020	
Submission of Proposals	Offerors	Thursday, April 30, 2020	10:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

- 2.2.1. Issuance of RFP.** This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.
- 2.2.2. Pre-Proposal Conference.** A pre-proposal conference will not be held for this project.
- 2.2.3. Return of Acknowledgement Form for Distribution List.** Potential Offerors should return the Acknowledgement Form (see Appendix C) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**
- 2.2.4. Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: <https://rrnm.gov/169/IFBRFP-Postings>. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.
- 2.2.5. Submission of Proposal.** All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Matthew Schimmel, Purchasing Specialist
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Design Services for the Reconstruction of Southern
Boulevard Phase II
RFP 20-PW-008**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rnm.gov>.

- 2.2.6. Proposal Evaluation.** The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.
- 2.2.7. Offeror Responsibility.** Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.
- 2.2.8. Oral Presentations.** The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.
- 2.2.9. Award without Discussions.** An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.
- 2.2.10. Selection of Finalists.** If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.
- 2.2.11. Discussions with Finalists.** The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's

proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

2.2.12. Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13. Finalize Contract. The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

2.3.1.a Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2.3.1.b Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

2.3.1.c Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.

2.3.1.d Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.

2.3.1.e The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.

2.3.1.f Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number

in the proposals when responding to each.

- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments.
Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective

judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.

- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.** Various preferences will be afforded to an Offeror who qualifies as a resident Offeror in accordance with New Mexico State Law and City of Rio Rancho Ordinance. This section shall not apply when the expenditure includes federal funds for a specific purchase.

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.

- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, if applicable, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-

5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

- 2.3.2.k. Acceptance of Proposals.** Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

- 3.1 Number of Copies.** Offeror must submit one (1) original and five (5) copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

- 3.2.1** Proposals shall be limited to a maximum length of seven (7) pages. The proposal font shall not be smaller than 12 point. The Required Information Form, Table of Contents, sealed reference responses, the estimated man hour proposal and one 11x17 schedule and will not be included in the total page count, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

- 3.2.2** Proposals shall be divided into three clearly defined sections, which shall include:

- 3.2.2.a** Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, Form A-1013 "DESIGN OR OTHER CONSULTANT OFFEROR'S LIST", schedule and any additionally required documents not included in the page count.
- 3.2.2.b** Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).
- 3.2.2.c** Section 3: Estimated Man Hour Proposal based on Scope of Work (Exhibit A).

- 3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD or USB Drive containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

- 3.2.4** The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

- 3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the

technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 New Mexico Department of Transportation Required Forms

4.2.2.a Form A-1013 "DESIGN OR OTHER CONSULTANT OFFEROR'S LIST" shall be provided with the RFP response.

4.2.3 Estimated Man-hours for Scope of Work

4.2.3.a The Offeror shall provide an estimate of Man hours only; no cost shall be submitted at this time, for the tasks described in the Scope of Work (Exhibit A). Man-hours are solicited for planning purposes only. The final fee will be negotiated if the City of Rio Rancho elects to use the services.

4.2.4 Proposed Project Schedule

4.2.4.a Offerors shall provide a proposed detailed project schedule. The schedule will become part of the awarded contract.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Project Understanding

Provide information about the Offeror's understanding of the project in general. Points will also be affected by the firm's ability to propose an approach that demonstrates a clear understanding of the scope of this project as defined in this RFP. Maximum page limit for responses to this section is two (2) page.

4.3.2 Work Plan

Provide a well-defined work plan and detailed approach to this project. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to this project. Maximum page limit for responses to this section is three (3) page.

4.3.3 Quality of Proposal

The Offeror shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

4.3.4 Experience

Provide relevant and concise information regarding the experience of proposed project team – include concrete information demonstrating performance of the team members. Identify the experience/performance of key staff that will be assigned to this project. Points will be awarded based on the review committee's perception of quality and relevance of indicated experience, project team, key staff, and demonstrated performance. Points will be deducted from the Offeror's score if the committee feels the information provide is irrelevant to scope described in this RFP. Maximum page limit for responses to this section is one (1) page.

4.3.5 References

Provide only three non-City of Rio Rancho references of projects of similar sizes and complexity as the proposed project from other public agencies recently completed through construction. The proposed design team must have been part of the design team for the referenced projects. References shall be completed by a representative familiar with the project who is currently employed by the project owner. Offeror must provide a brief narrative describing relevant project information for each of the three references provided. No other references outside of those included in the narrative will be calculated in the final average reference score. Maximum page limit for responses to this section is one (1) page.

In addition, the attached reference response form (Appendix D) must be filled out in its entirety and the responses to the questions must be filled out by an employee or consultant of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference's signature over the sealed portion of envelope in order to ensure authenticity.

The sealed responses must be included with the Offeror's sealed proposal submission by the proposal submission deadline. Sealed reference responses will not be included as part of the overall page count. However, reference narrative descriptions are considered scored content and will be included in the page count.

For each identified project, references will be asked to score the Offerors General Responsiveness, Overall Quality, Design Cost Control and Construction Change Orders.

The totals of all three responses will be averaged to result in a final reference score. Failure to submit any of the three required sealed references shall result in zero points for that reference in the average reference score. References must provide a score for all of the four reference category scoring items. The City will calculate zero points for any reference category left blank.

If an Offeror submits more than three references, the City will exclude the highest reference score when calculating the final average reference score.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	New Mexico Department of Transportation Required Forms	Pass/Fail
4.2.3	Estimated Man Hours for Scope of Work (no cost associated)	Pass/Fail
4.2.4	Proposed Project Schedule	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Project Understanding	30
4.3.2	Work Plan	30
4.3.3	Quality of Proposal	20
4.3.4	Experience	20
4.3.5	References	20
	Total Points	120

Exhibit A
Scope of Work / Specifications for
RFP 20-PW-008
Design Services for the Reconstruction of Southern Boulevard Phase II

GENERAL INFORMATION:

All work accomplished under the contract shall be in accordance with the Federal, State and City manuals, standards, guidelines, standard specifications, and standard procedures.

This project is partially funded by Federal Highway Administration (FHWA) funds, and the New Mexico Department of Transportation (NMDOT) therefore the City of Rio Rancho (City) and the awarded Consultant must comply with all Federal and State requirements. The City of Rio Rancho encourages Disadvantaged Business Enterprises (DBEs), small/minority businesses, women's business enterprises, and labor surplus area firms to participate in this solicitation. All qualified bidders shall receive consideration for employment without regard to race, color, religion, sex or national origin.

Legal Compliance:

This is a Federally Funded project. The Consultant shall comply with all applicable Federal, State and local laws, and New Mexico Department of Transportation (NMDOT) regulations and policies in the performance of the Contract, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resource requirements, right-of-way acquisition, work place safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Consultant shall ensure that the requirements of this compliance are made a part of each subcontract on this project at all tiers.

PROJECT INFORMATION:

The project shall consist of the reconstruction of Southern Boulevard from Golf Course Road to Unser Boulevard. The Consultant shall be responsible for all studies, analysis, coordination, engineering, and all other necessary documents to complete the final design, final right-of-way mapping (including summary platting at the completion of right-of-way acquisition), traffic control, final environmental documentation (including any requirements from State Historical Preservation Office - SHPO), final drainage report and storm drain design including improvements to the Nicklaus Channel/East Branch Arroyo, construction bid package, and all the necessary certifications and specifications. The Consultant shall designate a project manager to be the sole point of contact to the City's project manager. Change in Consultant's project manager during the project will require written approval by the City's project manager before the proposed change is made.

The Consultant shall perform any and all services required to obligate this project under the New Mexico Department of Transportation's, *Tribal/Local Public Agency Handbook* current edition, requirements of the City's Cooperative Agreement with the NMDOT, which will be available online, and requirements of the Federal Highway Administration, as necessary.

All required National Environmental Policy Act (NEPA) documentation, permits, clearances, right-of-way needs, construction costs, project documentation will be required. It will be the Engineer's responsibility to interact with all branches of government, agencies, businesses and the general public to incorporate feedback throughout the analysis and design stages.

DESIGN:

The following shall be provided:

- Final design and technical specifications (conforming to NMDOT requirements) to bid and reconstruct Southern Boulevard to a divided four lane roadway with bike lanes, curb and gutter, sidewalks, a multi-use trail, upgraded/replaced intelligent transportation system (ITS), median power receptacles, storm drain, utility relocation, landscaping, street lighting, new recycled water line, and water line replacement from Golf Course Road to Unser Boulevard intersection. The project may be broken into phases depending on construction funding totals. The cost to phase the project should be included in the proposal. Final phase determination will be made during the design, and in consultation with the City of Rio Rancho's Department of Public Works and City Administration.
- Final access design (as per the Access Management Plan developed as part of the Phase A/B report – Attachment 1).
- Final design of intersection improvements along the project including intersection geometry, traffic signals, intersection lighting and all appropriate acceleration and deceleration lanes.
- Develop an updated traffic signal timing plan for implementation at the completion of the project.
- Project team will include an ITS specialist to document existing ITS network connections and verify and label final connections at termination points.
- Temporary ITS and temporary signals to be utilized during construction (no all-way stop conditions will be allowed on this corridor). ITS communication will be maintained at all times during construction including communication to temporary signals. Temporary CCTV to be utilized for traffic monitoring during construction.
- Safety Analysis of the existing Southern Boulevard from Golf Course Road to Unser Boulevard including final design of improvements identified in the Safety Analysis.
- Evaluate existing sanitary sewer, Lift Station No. 2, and force main to be repaired/replaced as needed from Golf Course Road to Unser Boulevard intersection.
- Sanitary sewer shutoff plans (if needed), traffic control plans, and water shutoff plans will be developed as part of the design.
- Final drainage report and storm drain design including improvements to the Nicklaus Channel/East Branch Arroyo will be completed. Improvements will consider and incorporate the items that apply from the Black Watershed Park Management Plan Technical Addendum August 2013 (Attachment 2).
- Subsurface utility survey and analysis for impacts and necessary coordination with the utility companies in order to clear the project and obtain utility certification per NMDOT requirements. Existing utility investigations performed with the Southern Boulevard Corridor Study can be utilized, but must be updated. Level and number of potholes shall be determined by the Consultant and shall be incidental to the SUE. The consultant will be required to supply the one call 811 tickets as part of the SUE.
- Environmental documentation in accordance with NEPA, including ISA, requirements from SHPO, and public involvement utilizing existing documentation performed with the Southern Boulevard corridor study.
- Ten itemized public meetings shall be included.
- Door to door contact with individual property owners and meetings with individual property owners shall occur as many times as necessary to keep lines of communication open and provide up to monthly project status updates.
- Right-of-way impacts based on the scope of work above including identifying necessary temporary work permits, encroachments, and construction maintenance easements are required.
- Right-of-way maps, if needed, are to be performed per NMDOT requirements and

approved by NMDOT. Summary platting per the City of Rio Rancho's Development Process Manual shall be required if right-of-way is acquired as part of this project.

- Title reports, including one update, will be required. The consultant will be responsible for the cost of additional title report updates beyond the one, and appraisal services shall be included. Any appraisal updates, and their costs, required because of expiry will be solely on the consultant.
- Secure temporary work permits/temporary construction permits for construction.
- Bidding services shall include preparing final construction plans, final technical specifications, final engineer's estimate, final bid form, final project description.
- The Final Submittal after PS&E shall include, at minimum, the following to obtain a Letter of Obligation (Notice to Proceed) to Notify to Obligate Funds:
 - T/LPA PS&E Checklist, completed and signed by engineer on front page
 - Final Plans, stamped and signed by P.E. (Environmental commitments sheet must be signed at 90% submittal)
 - Final Engineer's Estimate, stamped and signed by P.E.
 - Final Contract Book, stamped by P.E. (stamped and signed by P.E. once finalized and before project is let for bidding)
 - Completed certifications (Utility, ROW, ITS, Railroad, and Environmental)
 - Appropriate Work-Zone Checklist completed (Routine, Regionally Significant or Significant)
 - Geotechnical/Drainage Report
 - Maintenance Agreements completed (if applicable)
 - Project Identification Form (if applicable)

DESIGN SCHEDULE:

- Submittal deadlines shall include:
 - 60% plans and engineer's estimate
 - 90% plans and engineer's estimate
 - PS&E set
- Submittals shall be at least 2 weeks prior to the review meeting.
- Liquidated Damages will be assessed for delay in the amount of \$100 per day for each calendar day beyond the agreed upon schedule specified in the final contract.

Consultant shall submit electronic versions of all deliverables. If the deliverables are more than one (1) page, a multi-page PDF shall be required.

Appendix A
REQUIRED INFORMATION FORM
RFP 20-PW-008

Design Services for the Reconstruction of Southern Boulevard Phase II

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

DATA UNIVERSAL NUMBER SYSTEM (DUNS) # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 20-PW-008, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Design Services for the Reconstruction of Southern Boulevard Phase II

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Consultant"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Design Services for the Reconstruction of Southern Boulevard Phase II, RFP 20-PW-008, on _____, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Consultant submitted a proposal in response to RFP 20-PW-008 on _____; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP 20-PW-008, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Consultant to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Consultant to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

(d) The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Consultant from liability to the City

for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant shall invoice the City monthly for services provided in accordance with the Consultant's fee schedule included in Exhibit xxxx. Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Consultant (and each agent, employee and contractor employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE

The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. LIQUIDATED DAMAGES

The City and Consultant agree time is of the essence and that, in the case of the Consultant's

failure to complete the contract within the time specified and agreed upon as specified in Exhibit C, the City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in finishing the services in excess of the number of working days prescribed; and the Consultant hereby agrees that said sum shall be deducted from amounts due the Consultant under the contract or, if no amount is due the Consultant, the Consultant hereby agrees to pay to the Owner as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

10. ASSIGNMENT AND DELEGATION

The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

11. RECORDS AND AUDIT

The Consultant shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

12. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the same, and this Agreement shall terminate forthwith.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City.

14. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Consultant hereby covenants, warrants and represents 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 of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise

subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

16. FORCE MAJEURE

Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

17. LICENSES

The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

18. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Public Works Department - Engineering Section. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Arnell Friedt, Project Engineer
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: (505) 896-8242
Fax: (505) 891-5203

For notice to the Consultant:

Telephone: _____
Fax: _____

19. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date

executed by both parties.

CITY OF RIO RANCHO

[Consultant]

Peter Wells, Acting City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 20-PW-008
Design Services for the Reconstruction of
Southern Boulevard Phase II**

**Appendix C
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Matthew Schimmel, Purchasing Specialist
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Phone: (505) 891-5064
Fax: (505) 891-5762
mschimmel@rrnm.gov



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 20-PW-008
Design Services for the Reconstruction of
Southern Boulevard Phase II**

**Appendix D
REFERENCE FORM**

The responses to the questions below must be filled out by an employee of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference’s signature over the sealed portion of envelope in order to ensure authenticity. The sealed responses must be included with the Offeror’s sealed proposal submission by the proposal submission deadline. *Thank you for your time.*

RFP Offeror/Firm Name: _____

Project Name Completed by Offeror: _____

Name of Reference Contact: _____

Reference Project Owner: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Reference Response:

Please rank your experience with the Offeror as follows; 5 being the most satisfied and 1 being the least satisfied. Should you have any questions regarding this form please contact Matthew Schimmel, CORR Purchasing Division, (505)891-5064.

	Most Satisfied		to		Least Satisfied
1. General Responsiveness:	5	4	3	2	1
2. Overall Quality:	5	4	3	2	1
3. Design Cost Control:	5	4	3	2	1
4. Construction Change Orders:	5	4	3	2	1

Signature of Reference Completing Form

Date Signed