

**REQUEST FOR PROPOSALS**

**FOR**

**RFP 21-PW-003**

**On-Call Right-of-Way Acquisition Services**

**As Requested by**

**THE CITY OF RIO RANCHO, NEW MEXICO**



**RFP SUBMITTAL DUE DATE:**

**10:00 AM Thursday, October 22, 2020**

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## **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 Proposals (RFP) is issued by the City of Rio Rancho (City) to solicit competitive sealed proposals for Acquisition Services as needed by the City. Offerors must maintain the appropriate applicable licensing, to provide the following services: all right-of-way (ROW) acquisition functions in accordance with Chapter 6 of the 2019 edition of the “TRIBAL/LOCAL GOVERNMENT AGENCY HANDBOOK” by the New Mexico Department of Transportation:  
([https://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA\\_Handbook\\_Final\\_Version\\_3-4-2019.pdf](https://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf)).

The City reserves the right to make multiple awards as a result of this RFP if doing so would be advantageous to the City.

Legal Compliance:

Federally funded projects may utilize the resulting contract(s) so the awarded vendor(s) shall be prepared to comply with all applicable federal, state and local laws, and New Mexico Department of Transportation 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.

Projects may be partially funded by Federal Highway Administration (FHWA) funds, and the New Mexico Department of Transportation (NMDOT) therefore the City of Rio Rancho and the awarded contractor 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, STE 300  
 Rio Rancho, NM 87144  
 (505) 891-5064  
[mschimmel@rrnm.gov](mailto: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:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>	<b>Time</b>
Issue RFP	City of Rio Rancho	Friday, September 25, 2020	N/A
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Tuesday, October 13, 2020	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, October 15, 2020	
Submission of Proposals	Offerors	Thursday, October 22, 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 solicitation.

**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://rrmm.gov/bids>. 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:  
On-Call Right-of-Way Acquisition Services  
RFP 21-PW-003**

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. If federal funding will be involved preference will not be applied.**

**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, 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 1 original and 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 four (4) pages. The Required Information Form, Table of Contents, sealed reference responses, the cost proposal, 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, Cover Letter and any additionally required documents not included in the page count.
  - 3.2.2.b** Section 2: Response to Evaluation Criteria (maximum four (4) pages).
  - 3.2.2.c** Section 3: Additional non-scored informational appendices, such as promotional documents, resumes and cost proposal (these documents may not be reviewed by evaluation committee members). Offerors cost proposal should be submitted on Exhibit B - Cost Proposal form attached hereto. The Cost Proposal will not be included as a scoring criteria, this is for informational purposes only.
- 3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper, size 12 font 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 storage device 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. 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 Certifications and Licenses**

Potential Offerors must have the proper certifications and licenses to do business in New Mexico. Offeror must also be in good standing and registered with SAM.GOV, <https://sam.gov/SAM/>. Please provide all necessary document to support these requirements.

**4.2.3 Disclosure of Campaign Contributions**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete Appendix E and return the signed unaltered form will result in disqualification.

**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 services to be provided in general. Points will be awarded based on the ability of each Offeror to propose an approach that demonstrates a clear understanding of the scope of work as defined in this RFP. Maximum page limit for responses to this section is one (1) pages.

**4.3.2 Work Plan**

Provide a well-defined work plan and detailed approach to providing the requested services.

Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan and approach related specifically to these services. Maximum page limit for responses to this section is one (1) 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 staff that will be performing the services – include concrete information demonstrating performance of the team members. Identify the experience/performance of key staff that will be assigned to provide the services. 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 for the proposed staff and services rendered from other public agencies recently completed. References shall be completed by a representative familiar with the project who is currently employed. Offeror must provide a brief narrative describing relevant 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, Adherence to Schedule, Organization and Knowledge of Acquisition Process.

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

<b>RFP Section</b>	<b>Factor</b>	<b>Points</b>
	<b><u>Mandatory Requirements – Pass/Fail</u></b>	
4.2.1	Required Information Form	<b>Pass/Fail</b>
4.2.3	Certifications and Licenses	<b>Pass/Fail</b>
4.2.4	Disclosure of Campaign Contributions	<b>Pass/Fail</b>
	<b><u>Evaluation Criteria</u></b>	
4.3.1	Project Understanding	<b>35</b>
4.3.2	Work Plan	<b>35</b>
4.3.3	Quality of Proposal	<b>10</b>
4.3.4	Experience	<b>20</b>
4.3.5	Reference	<b>10</b>
<b>Total Points</b>		<b>110</b>

**Exhibit A**  
**RFP 21-PW-003**  
**On-Call Right-of-Way Acquisition Services**

**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.

The City may provide review of the Consultant's work for conformity with City and the New Mexico Department of Transportation's (NMDOT) procedures.

Although every effort has been made to fully describe the scope of services it is anticipated that changes may be required as services are requested by the City. Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the contract as they are identified. Any changes made to the proposed service team must be approved by written notice from the City in advance of the change.

**SCOPE OF WORK**

The successful Consultant(s) will perform all right-of-way (ROW) acquisition functions in accordance with Chapter 6 of the 2019 edition of the "TRIBAL/LOCAL GOVERNMENT AGENCY HANDBOOK" by the New Mexico Department of Transportation (NMDOT).

The City may request acquisition services related to the following types of real property acquisitions:

- Partial Acquisitions
- Entire/Whole Acquisitions
- Public Utility Easements (PUE)
- Temporary Construction Easements (TCE)
- Construction Maintenance Easements (CME)

For each of the specified types of acquisitions the following tasks shall be completed or managed by the successful Consultant, but not be limited to:

- 1) Title Search
- 2) Appraisal
- 3) Review and approval of the appraisal by NMDOT
- 4) Acquisition process, as directed by the City, up to but not including Condemnation:
  - Make offer & begin negotiations (any negotiated settlements will need to be approved in writing by the City and/or the NMDOT depending on funding.)
  - Give owner 25 days to elect 3rd appraisal process
  - Give City and owner 15 days to identify their appraisers
  - Give City's and owner's appraisers 15 days to select 3rd appraiser
  - City and owner each pay half for 3rd appraiser process, the three appraisers deliver written reports to each party



- City notifies owner in writing if accept or reject 3rd appraisal
- If 3<sup>rd</sup> appraisal is not selected, provide owner 30 day notification that Condemnation proceeding will begin.
- Turn over all documentation to the City, including negotiator logs, for any property proceeding to Condemnation.
- City of Rio Rancho will assume responsibility for the condemnation process if necessary

### **General Requirements**

The selected Consultant(s) will be required to support various projects throughout the City in the above fields of expertise at various times throughout the duration of the contract. During the term of the contract, the Consultant must have the staff availability to insure timely coordination with City Staff and other local, regional state and/or federal entities as needed to complete the task.

Appraisers of real property associated with any project shall be General Certified Appraisers with certification issued by the New Mexico Real Estate Appraisers Board.

All appraisals prepared for the City shall be developed, reported, and reviewed in accordance with the Uniform Act, Code of Federal Regulations, NMDOT Right of Way Handbook and the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation (USPAP). Departure from the Uniform Act, in any form, shall not be permitted, and any departure from the USPAP shall be made only as directed by the Department and in conformity with the Departure Provision and/or Jurisdictional Exception of said the USPAP.

Consultant shall provide a scope of work and schedule if required for each job requested by the City to detail services to be rendered, anticipated schedule to complete work and associated fees. Services shall be authorized through issue of a Purchase Order by the City and the services shall be invoiced in alignment with the quote provided by Consultant.

### **Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement,

- theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

**Conflict of Interest; Governmental Conduct Act.**

The Offeror 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 Offeror 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 state employee or former state employee have been followed.

**Liquidated Damages**

Liquidated Damages will be assessed for delay in the amount of \$50.00 per day for each calendar day beyond the agreed upon schedule specified for each task requested by the City if deemed necessary. If a delay occurs due to an uncontrollable circumstance such as the timely review/approval of documents the City will afford the Consultant the opportunity to request additional time due to the perceived delay.

**Exhibit B  
Cost Proposal**

Type	Estimated Quantities of Acquisitions Price per Acquisition					
	1-5	6-10	11-20	21-50	51-100	100+
Partial Acquisitions	\$	\$	\$	\$	\$	\$
Entire/Whole Acquisitions	\$	\$	\$	\$	\$	\$
Public Utility Easements (PUE)	\$	\$	\$	\$	\$	\$
Temporary Construction Easements (TCE)	\$	\$	\$	\$	\$	\$
Construction Maintenance Easements (CME)	\$	\$	\$	\$	\$	\$

Additional Pricing Information:

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Appendix A  
**REQUIRED INFORMATION FORM**

**RFP 21-PW-003**  
**On-Call Right-of-Way Acquisition Services**

**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 # \_\_\_\_\_

CONTACT PERSON FOR PROPOSAL \_\_\_\_\_

OFFEROR'S DUNS #: \_\_\_\_\_

**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.

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(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 21-PW-003, 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 XX-XX-XXX**  
**Professional Services Agreement**  
**On-Call Right-of-Way Acquisition Services**

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 On-Call Right-of-Way Acquisition Services, RFP 21-PW-003, 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 21-PW-003 on \_\_\_\_\_; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP 21-PW-003, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

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 Consultant employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent Consultant 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 Consultants, 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 SUBCONSULTANTS**

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or Consultants 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 subconsultants.

## **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.

- (a) In particular, but not by way of limitation, the Consultant shall maintain in force throughout the term of this Agreement, the following insurance policies:
  - (1) a professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made" basis, covering the Consultant's errors and omissions in performing its services hereunder; and
  - (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Consultant's services hereunder, including those provided by independent Consultants, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.
- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Consultant shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

## **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 design phase services within the time specified and agreed upon as specified in Exhibit X – Project Schedule, 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 Fifty Dollars (\$50.00) per calendar day for each day's delay in finishing the complete design phase 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 Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

## **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, including claims for payment with respect to work for items not properly specified in the Consultant's work product.

**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 subconsultants 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  
 3200 Civic Center Circle  
 Rio Rancho, New Mexico 87144  
 Telephone:  
 Email:

For notice to the Consultant:  
 Telephone:  
 Fax:  
 Email:

**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]**

By: \_\_\_\_\_  
Peter Wells, Acting City Manager

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory F. Lauer, City Attorney



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

**RFP 21-PW-003  
On-Call Right-of-Way Acquisition Services**

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

**Telephone:** \_\_\_\_\_ **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](mailto:mschimmel@rrnm.gov)



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

**RFP 21-PW-003  
On-Call Right-of-Way Acquisition Services**

**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 Completed by Offeror:** \_\_\_\_\_

**Name of Reference Contact:** \_\_\_\_\_

**Reference Project Owner:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_ **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.

	Satisfied	to	Most Satisfied	Least
1. General Responsiveness:	5	4	3	2 1
2. Adherence to Approved Schedule:	5	4	3	2 1
3. Organization:	5	4	3	2 1
4. Knowledge of Acquisition Process:	5	4	3	2 1

\_\_\_\_\_  
Signature of Reference Completing Form

\_\_\_\_\_  
Date Signed



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

**RFP 21-PW-003  
On-Call Right-of-Way Acquisition Services**

**Appendix E  
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:**

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)

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(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

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

\_\_\_\_\_  
Title (Position)