

**CITY OF BELEN  
STATE OF NEW MEXICO  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**DOWNTOWN MASTER PLAN  
FOR THE CITY OF BELEN**



**RFP# 2014-01**

**Issue Date: April 24, 2014**

**Due Date: June 16, 2014**

<b>I. INTRODUCTION.....</b>	<b>1</b>
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	1
B. BACKGROUND INFORMATION .....	1
C. SCOPE OF WORK.....	1
D. SCOPE OF PROCUREMENT.....	1
E. PROCUREMENT MANAGER.....	2
F. DEFINITION OF TERMINOLOGY .....	3
G. PROCUREMENT LIBRARY .....	5
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>6</b>
A. SEQUENCE OF EVENTS.....	6
B. EXPLANATION OF EVENTS .....	6
1. Issuance of RFP .....	6
2. Distribution List Response Due .....	6
3. Pre-Proposal Conference .....	7
4. Deadline to Submit Written Questions.....	7
5. Response to Written Questions .....	7
6. Submission of Proposal.....	7
7. Proposal Evaluation .....	7
8. Selection of Finalists.....	8
9. Best and Final Offers .....	8
10. Oral Presentations .....	8
11. Finalize Contractual Agreements .....	8
12. Contract Awards .....	8
13. Protest Deadline .....	8
C. GENERAL REQUIREMENTS .....	9
1. Acceptance of Conditions Governing the Procurement.....	9
2. Incurring Cost.....	9
3. Prime Contractor Responsibility .....	9
4. Subcontractors/Consent.....	9
5. Amended Proposals .....	9
6. Offeror’s Rights to Withdraw Proposal.....	9
7. Proposal Offer Firm .....	9
8. Disclosure of Proposal Contents .....	10
9. No Obligation.....	10
10. Termination.....	10
11. Sufficient Appropriation.....	10
12. Legal Review.....	10
13. Governing Law.....	10
14. Basis for Proposal.....	10
15. Contract Terms and Conditions.....	11
16. Offeror’s Terms and Conditions .....	11
17. Contract Deviations .....	11
18. Offeror Qualifications.....	11
19. Right to Waive Minor Irregularities .....	11
20. Change in Contractor Representatives .....	11
21. Notice of Penalties .....	11
22. City Rights.....	11
23. Right to Publish.....	11

24. <i>Ownership of Proposals</i> .....	12
25. <i>Confidentiality</i> .....	12
26. <i>Electronic mail address required</i> .....	12
27. <i>Use of Electronic Versions of this RFP</i> .....	12
29. <i>Campaign Contribution Disclosure Form</i> .....	12
32. <i>Conflict of Interest; Governmental Conduct Act</i> .....	12
<b>III. RESPONSE FORMAT AND ORGANIZATION</b> .....	<b>13</b>
A. NUMBER OF RESPONSES .....	13
B. NUMBER OF COPIES .....	13
C. PROPOSAL FORMAT.....	13
1. <i>Proposal Content and Organization</i> .....	13
<b>IV. SPECIFICATIONS</b> .....	<b>14</b>
A. MANDATORY SPECIFICATIONS .....	14
1. <i>Organizational Experience</i> .....	14
2. <i>Organizational References</i> .....	14
3. <i>Technical Expertise</i> .....	14
B. <i>BUSINESS SPECIFICATIONS</i> .....	15
1. <i>Cost</i> .....	15
2. <i>Resident Veterans Preference</i> .....	15
3. <i>Letter of Trnsmittal</i> .....	15
4. <i>Campaign Contribution Disclosure Form</i> .....	15
5. <i>In-State Preference</i> .....	15
<b>V. EVALUATION</b> .....	<b>15</b>
A. EVALUATION POINT SUMMARY .....	15
B. EVALUATION FACTORS.....	16
1. <i>Organizational Experience</i> .....	16
2. <i>Organizational References</i> .....	16
3. <i>Technical Expertise</i> .....	16
4. <i>Cost</i> .....	16
5. <i>Veteran Preference</i> .....	16
6. <i>Letter of Transmittal</i> .....	16
7. <i>Campaign Contribution Disclosure Form</i> .....	16
7. <i>In-state Preference</i> .....	16
C. EVALUATION PROCESS .....	17
<b>APPENDIX A ACKNOWLEDGEMENT OF RECEIPT FORM</b> .....	<b>18</b>
<b>APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b> .....	<b>19</b>
<b>APPENDIX C PROFESSIONAL SERVICE CONTRACT SAMPLE</b> .....	<b>22</b>
<b>APPENDIX D COST RESPONSE FORM</b> .....	<b>38</b>
<b>APPENDIX F LETTER OF TRANSMITTAL FORM</b> .....	<b>389</b>
<b>APPENDIX G REFERENCE QUESTIONNAIRE</b> .....	<b>41</b>
<b>APPENDIX H RESIDENT VETERANS CERTIFICATE</b> .....	<b>434</b>

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is for the City of Belen (City) to solicit sealed proposals from qualified professional consulting services (offerors) to establish a contract through competitive negotiations for the procurement a *Downtown Master Plan/MRA Plan* for the City of Belen.

### **B. BACKGROUND**

The City received a grant from the Economic Development Department's New Mexico MainStreet (NMMS) program in the amount of \$50,000 to be used in accordance with the NMMS Capital Appropriation Project Grant Agreement to establish a City of Belen Downtown Master Plan/MRA Plan.

The City of Belen along with the awarded contractor, through a community participation process, shall generate a vision and planning strategy for revitalizing its downtown. The vision and planning strategy shall be for the City's downtown area, for the purposes of this Master Plan, defined as Main Street to First Street and Reinken Avenue to Baca Avenue. The vision will include livability and design to attract specialty retailers and service providers, and amplify the downtown's role as the center for culture and arts.

### **C. SCOPE OF WORK TO BE PERFORMED**

The Contractor will complete a Downtown Master Plan/MRA Plan for the City of Belen in compliance with the State's Historic Preservation Division and the State's Department of Transportation. Complete details of the scope of work can be found in Attachment 1 (pg. 33) of this RFP.

### **D. SCOPE OF PROCUREMENT**

The scope of the procurement consists of identifying one contractor that can provide the services described herein. This procurement will result in the award of one Price Agreement. Such Price Agreement may be utilized by any state City or local public body within the State of New Mexico, if allowed by their governing directives, in addition to the Participating Agencies. The term of the Price Agreement shall be for one (1) year. An extension, if needed, shall be approved by the governing body of the City.

## **E. PROCUREMENT MANAGER**

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

Name: Leona Vigil, Procurement Manager  
Address: 100 South Main St.  
Belen, NM 87002  
Telephone: (505) 966-2740  
Fax: (505) 966-2740  
Email: [leona.vigil@belen-nm.gov](mailto:leona.vigil@belen-nm.gov)

2. All RFP deliveries shall be addressed as follows:  
Leona Vigil, Deputy Clerk  
City of Belen  
100 South Main St.  
Belen, NM 87002  
RFP # 2014-01
3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City.

## **F. DEFINITION OF TERMINOLOGY**

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

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

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

“City” means the City of Belen.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

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

“Contractor” means any business having a contract with a state City or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

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

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

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

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

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

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

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

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

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

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

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

### **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

[www.belen-nm.gov](http://www.belen-nm.gov)

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsible Party</b>	<b>Due Date</b>
1. Issue RFP	Procurement Manager	April 24, 2014
2. Distribution List	Potential Offerors	May 12, 2014
3. Pre-Proposal Conference	CITY	May 12, 2014
4. Deadline to submit Questions	Potential Offerors	May 12, 2014
5. Response to Written Questions	Procurement Manager	May 16, 2014
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>June 16, 2014</b>
7. Proposal Evaluation	Evaluation Committee	June 16-20, 2014
8. Selection of Finalists	Evaluation Committee	June 20, 2014
9. Best and Final Offers	Finalist Offerors	June 26, 2014
10. Oral Presentation(s)	Finalist Offerors	N/A
11. Finalize Contractual Agreements	CITY/Finalist Offerors	July 1, 2014
12. Contract Awards	CITY/ Finalist Offerors	July 7, 2014
13. Protest Deadline	Protester	July 23, 2014

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

#### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Belen on April 24, 2014.

#### 2. Distribution List Response Due

Offerors should return the "Acknowledgement of Receipt of Request for Proposals Form", APPENDIX A, to have their organization placed on the distribution list. The procurement distribution list will be used for the distribution of written responses to questions. The form should be returned to the Procurement Manager by 3:00 pm MST on May 12, 2014.

### **3. Pre-Proposal Conference**

A pre-proposal conference will be held May 12, 2014, beginning at 9:00 AM Mountain Standard Time/Daylight Time in the Council Room located at City Hall, 100 South Main St., Belen, NM 87002. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### **4. Deadline to Submit Written Questions**

Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM Mountain Standard Time/Daylight Time on May 12, 2014 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

### **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and will be posted on the City's Web-Site: [www.belen-nm.gov](http://www.belen-nm.gov) by 5:00 PM MST on May 16, 2014.

### **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **JUNE 16, 2014**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP # 2014-01 "Master Planning"** Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public list will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded. Awarded in this context means the final required authorized City signature on the contract(s).

### **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place from June 16-20, 2014, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit potentially responsive proposals for the purpose of clarifying aspects of the proposals. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors on June 20, 2014.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by June 26, 2014.

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the City.

## **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

After review of the recommendation from the Evaluation Committee Report, the governing board may approve or disapprove the contract award. The contract award means the final authorized signature on the contractual agreement. The City will award the contract agreement at the City Council Meeting to be held on July 7, 2014. This date is subject to change at the discretion of the City.

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

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to the Procurement Manager. Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state City which may derive from this RFP. The City shall only make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the City awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collate, or assemble proposal materials.

### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **8. Disclosure of Proposal Contents**

- a. Proposals will be kept confidential until negotiations and the award are completed by the City. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
  - i. confidential financial information concerning the Offeror's organization;
  - ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
  - iii. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates the City to use any of the Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the City through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between the City and the contractor will follow the format specified by the City and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting City reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

## **21. Notice of Penalties**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. City Rights**

The City in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City.

**25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring City's written permission.

**26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

**27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the City, the Offeror acknowledges that the version maintained by the City shall govern. Please refer to: <http://www.belen-nm.gov>.

**28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, 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 or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

**29. 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 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.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors should deliver 1 original and 4 copies of their proposal; proposals shall be in separate labeled binders marked original or copy.

Any proposal that does not adhere to the requirements of Section III.B, Response Format and Organization, may be deemed non-responsive and rejected on that basis.

#### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

##### **1. Proposal Content and Organization**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

*Technical Proposal placed in a Binder:*

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Signed Campaign Contribution Form
- e) Signed Affidavit pursuant to Governmental Conduct Act (If applicable)
- f) Resident Vendor or Resident Veteran Certificate (If applicable)
- g) Resident Veterans Preference Certification (If applicable)
- h) Response to Specifications (except cost information which shall be included in a manila envelope and placed in the back of the binder)**
- i) Response to Contract Terms and Conditions
- j) Offeror's Additional Terms and Conditions
- k) Other Supporting Material (Optional)
- l) Completed Cost Response Form (Cost Proposal) in manila envelope

All confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### A. MANDATORY SPECIFICATIONS

#### 1. Organizational Experience

Offerors **must**:

- a. The Lead Planner must have at a minimum three years demonstrated experience in Downtown Master Planning and the development of MRA Plans and their designation. Provide a description of relevant corporate experience with New Mexico State Government.
- b. The organization shall provide a description of relevant corporate experience with New Mexico state government. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Master Planning.
- c. The organization shall indicate how many Plans the company has conducted in the last two years, and who were the Plans performed for. A sample Master Plan conducted by your organization may be added to this section of the proposal.

#### 2. Organizational References

- a. Offerors shall provide three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX G, Reference Form, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph E. It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.
- b. The [Evaluation Committee](#) may contact any or all business references for validation of information submitted.

#### 3. Technical Expertise

- a. Members of the organization preparing the Downtown Master Plan shall have extensive knowledge of geographics, regional planning, environment planning, marketing, advertising, land use, architecture, design, economic development, community development, historic preservation, redevelopment, zoning, transportation and housing.
- b. A professional resume for each key staff shall be submitted in the proposal.

## B. BUSINESS SPECIFICATIONS

### 1. Cost

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

### 2. Resident Veterans Preference

The attached certification Form (APPENDIX H) must accompany any offer. Any business wishing to receive the preference must complete and sign the form.

### 3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

### 4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

### 5. In-State Preference

A 5% bonus of points based on the total points available will be awarded to each applicant for being an in-state contractor incorporated in the state of New Mexico. Offeror must include a copy of their preference certificate.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV A and B</b>	<b>Points Available</b>
A. 1. Organizational Experience	40
A. 2. Organizational References	10
A. 3. Technical Expertise	30
B. 1. Cost	20
B.2. Residential Veteran's Preference	Pass/Fail
B.3. Letter of Transmittal	Pass/Fail
B.4. Campaign Contribution Disclosure Form	Pass/Fail
<b>TOTAL</b>	<b>100 points</b>
B.5. In-State Contractor	5 % Bonus

## B. EVALUATION FACTORS

*See Table above*

### 1. A.1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

### 2. A.2 Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

### 3. A.3 Technical Expertise

Points will be awarded based on the quality, effectiveness and depth of knowledge in a diverse range of planning criteria.

### 4. B.1 Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available AwardPoints}$$

### 5. B.2. Residential Veteran Preference

Pass/Fail only. No points assigned.

### 6. B.3. Letter of Transmittal

Pass/Fail only. No points assigned.

### 7. B.4. Campaign Disclosure Form

Pass/Fail only. No points assigned.

### 8. B.5. In-State Preference

Pass/Fail only. No points assigned.

### **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**REQUEST FOR PROPOSAL 2014-01  
ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than May 12, 2014. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Leona Vigil, Procurement Manager  
RFP # 2014-01  
City of Belen  
100 South Main St.  
Belen, NM 87002  
Fax: 505-966-2740  
E-mail: leona.vigil@belen-nm.gov

## **APPENDIX B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state City 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 City 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 City 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.

“Metropolitan Redevelopment Area (MRA)” refers to a rehabilitation tool per New Mexico state statute 3-60A-1 through 48, known as the Metropolitan Redevelopment Code (adopted in 1979 and updated in 2007).

“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) \_\_\_\_\_  
\_\_\_\_\_

(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)

**APPENDIX C**

***PROFESSIONAL SERVICES CONTRACT SAMPLE***

CONTRACT # 2014-01

THIS AGREEMENT is made and entered into by and between the City of Belen hereinafter referred to as the "City" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Procurement Manager and the City Council.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed \_\_\_\_\_ dollars (\$\_\_\_\_\_) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

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

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

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement is for one (1) year from the date of approval by the City Council. This Contract can be extended with approval of the City Council. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, this Agreement shall terminate immediately upon written notice being given by

the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Valencia and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Valencia City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind

Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. 2014-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the City of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Valencia based upon the contractor's trade secret

infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that City has established a policy of ensuring that all individuals and businesses that benefit financially from City through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon City and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**38. Termination For Failure to Comply with City's Tax Reduction Policy.**

Without limiting the rights and remedies available to City under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which City may terminate this Contract.

**39. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

Leona Vigil, Procurement Manager  
100 South Main St.  
Belen, NM 87002

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Council below.**

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

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Belen City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Procurement Manager

**CITY OF BELEN GOVERNING BODY**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jerah R. Cordova  
Mayor

\_\_\_\_\_  
David Carter  
City Councilor

\_\_\_\_\_  
Frank F. Ortega  
City Councilor

\_\_\_\_\_  
Wayne Gallegos  
City Councilor

\_\_\_\_\_  
Darleen Aragon  
City Councilor

Attest:

\_\_\_\_\_  
Mary Lucy Baca  
City Clerk

## Attachment 1

### Scope of Work

The contractor shall be responsible for working with State's Historic Preservation Division of the Department of Cultural Affairs from the beginning of the project, to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts.

The contractor is responsible for working with the State of New Mexico's Department of Transportation from the beginning of the project to ensure all design, engineering, planning, permitting, licensing and construction conform to federal "Context Sensitive Design Solutions" and appropriate, corresponding state and federal statutes and policy.

The Contractor will complete a Downtown Master Plan/MRA Plan for the City of Belen to include, but not limited to:

#### 1. EXISTING CONDITIONS/ASSET INVENTORY

- a. The selected contractor shall utilize, collate, and reference the City's existing Plans to inform the Downtown Master Plan/MRA Plan.
- b. An inventory and mapping of existing conditions will be performed that will include, but not be limited to, existing land use, zoning, public land ownership, transportation networks and traffic volumes.
- c. An asset inventory will also be used to determine the significant cultural and historic features and buildings, opportunity sites for redevelopment, and major regional attractions.
- d. The inventory must include an overview of the history and settlement of the community and identify key historical and cultural events or populations that can serve as contributing to a place-based identity for the downtown.
- e. A map of *prioritized* opportunity sites and potential revitalization projects will be developed for the downtown area summarizing the results of the inventory.

#### 2. MARKET ANALYSIS:

The market research will include the following information:

- a. An overview of existing downtown, municipal and regional, commercial and housing market conditions.
- b. Using the Community Economic Assessment prepared by the University of New Mexico's Bureau of Business and Economic Research (BBER) (March 2014), provide an

overview of demographics of city and regional markets including skill base, education and disposable income.

- c. Profile the recent history of downtown services and retail including types of businesses, numbers in each area and turnover rates.
- d. Provide an assessment of the competitive retail / service / commercial areas and nodes in the trade area.
- e. Discuss the trends driving the current market, and the regional influences impacting downtown.
- f. Identify potential opportunities in repositioning the downtown market including underserved markets. Identify market gaps that could be filled by new businesses and profile the types of skills residents may have to contribute. Support this analysis with a summary of the gross receipts / pull factor / market gap analysis provided in the BBER report. Supplement that quantitative analysis with interviews with commercial realtors to identify residential and business types that are under-supplied in downtown.
- g. Determine the types of housing projects (ownership vs. rental, single family vs. multifamily, size of units) that best meet the market needs for the area.
- h. Assess the suitability for uses such as retail, office, housing, hotel and cultural (such as museums, arts and entertainment).
- i. Discuss recommendations for economic positioning of downtown in relation to the development of the entire community. Include recommendations for a district market vision and position, strengthening the business mix and business clusters, attracting target consumer markets, retaining and strengthening existing businesses, and recruiting new businesses.
- j. Using tourism industry statistics identify opportunities for the district to attract and serve visitors.

### **3. DOWNTOWN VISION AND MASTER PLAN:**

The Downtown Master Planning process shall involve dynamic community participation and will result in the following outcomes:

- a. The preparation of a Metropolitan Redevelopment Area (MRA) Plan as per NM Redevelopment Code statutes.
- b. A “Designation Report for a Metropolitan Redevelopment Area” that meets the criteria as per the NM Redevelopment Code statutes and has been approved by a Council Resolution.

- c. A vision for downtown that reflects its historical context and presents opportunities and assets to serve as an aspiration for the community's future.
- d. Allocation of new and future land uses and revitalization projects in the downtown, utilizing community input and market research, which will create a sustainable downtown based on the MainStreet 4 Point Approach.
- e. Integration of the preservation and conservation of existing historic buildings and cultural properties into the planning and design of downtown projects, and identification of the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts.
- f. Evaluation of transportation/transit, and pedestrian issues related to the proposed improvements in the area for the purpose of creating a walkable pedestrian-friendly environment through pedestrian enhancements and traffic calming measures.
- g. A formal parking study that analyzes parking and circulation issues related to the District.
- h. Determination of vacant, underutilized and/or available land and buildings within the plan area that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land.
- i. Review of the City zoning Code and recommends changes to the Code that will provide incentives and foster implementation of the plan.
- j. Identification of priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment to the downtown. Projects should include those which increase city's job creation, economic redevelopment, livability, walkability, place-making, and serve to support and enhance its authentic and unique sense of place.
- k. Development of downtown livability design guidelines that consider the following character-defining elements:
  - Gateways and Entries
  - Plazas, Parks and Public Spaces
  - Streets, Historic Roads and Scenic Byways, Pathways and Connections
  - Public Art
  - Street Furniture Pedestrian Amenities
  - Building Setback/Massing/Scale
  - Building Height
  - State and/or National Historic registry status
  - Parking and Driveways
  - Porches, Portales and Awnings
  - Signage
  - Material/Color
  - Architectural Features
  - Lighting

- Security
- Water Tower
- Harvey House
- Old City Hall
- Solar Dishes
- Heart of Belen
- Overpass (Reinken Bridge)

**4. IMPLEMENTATION STRATEGIES/PRIORITIES**

A prioritized and phased Implementation Plan will be developed, consisting of revitalization projects and strategies that the Arts and Cultural District Steering Committee and the City can follow for the successful implementation of the Plan and the long term sustainability of the downtown.

Priority catalytic projects will range from small projects that can be implemented through partnerships with the City and the Community’s Arts and Cultural District organization using local volunteers and staff, to larger projects that may require Capital Outlay or Legislative funding.

Project priorities will be determined through a community-based prioritization process.

**5. FUNDING SOURCES**

The consultant will identify funding sources to implement the plan including, but not limited to: BID, TIF, TIDD, LEDA, NM DOT, CDBG, and other state and federal sources of funding.

The narrative will be based on an evaluation of the municipality’s financial capacity and the best financial tools to accomplish priority projects with the Down Master Plan/MRA Plan.

The contractor shall make an assessment of the district and determination and findings required for the City to adopt a Metropolitan Redevelopment Area (MRA) with the Downtown Master Plan.

**6. COMMUNITY PARTICIPATION PROCESS**

- a. The consultant will prepare the Downtown Master Plan through an intensive community process that will include organizing and conducting regular meetings with a Steering Committee regarding the Master Plan.
- b. Conduct and facilitate a two-day public design workshop (charrette) that utilizes a dynamic planning process to solicit and record the communities input regarding revitalization projects and programs to be included as outcomes of the Plan.
- c. Prepare a draft Downtown Master Plan/MRA Plan, and present that Plan to the Steering Committee and participants from the public workshop.

- d. Provide an opportunity for review of the draft Plan to NM MainStreet, NM HPD, and NMDOT staff prior to any official action.
- e. Present the Final Plan to the Steering Committee, participants from the public workshop, and City officials.
- f. Revise the final Plan as required by NM MainStreet, other state and local agencies, and the City after their review of the final Plan.
- g. The final Downtown Master Plan/MRA Plan will be adopted by the City Council as per the State's Redevelopment Code Statute.
- h. Deliver to NM MainStreet five (5) final color hardcopy Plans, and all digital text and mapping files in MS Word and ESRI Arc View formats.

## **7. PLAN ADOPTION**

- a. The consultant will be responsible for bringing the Downtown Master Plan through the municipal adoption process.
- b. The consultant shall be responsible for providing any needed training about the MRA Plan to city council and staff, and moving its designation through the municipal adoption process.

**APPENDIX D**  
**BELEN DOWNTOWN MASTERPLAN**  
**RFP #2014-01**

**COST RESPONSE FORM**

Offeror's Name: \_\_\_\_\_

Cost to complete the City of Belen Master Plan with tax (if applicable): \_\_\_\_\_.

*In written form:*

\_\_\_\_\_.

(includes all labor, materials, fees and taxes to provide the Services described herein.

\_\_\_\_\_  
Name & Title

\*Cost is firm 120 days after contract award.

APPENDIX F  
*Letter of Transmittal Form*  
**RFP #:2014-01**

*Numbers 1-5 must be completed in full. Failure to respond to all seven items will result in the disqualification of the proposal!*

**8. Identity the Name and Mailing Address of the submitting organization:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9. Name the person authorized by the organization to contractually obligate on behalf of this Offer:**

**Name** \_\_\_\_\_

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

**E-Mail Address** \_\_\_\_\_

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

**3. Name the person authorized by the organization to respond to queries and negotiate on behalf of this Offer:**

**Name** \_\_\_\_\_

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

**E-Mail Address** \_\_\_\_\_

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

4. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract.

The following sub-contractors will be used in the performance of this contract:

---

---

---

5.  On behalf of the submitting organization identified in number 1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX G**

### **REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Leona Vigil, Procurement Manager  
100 South Main St.  
Belen, NM 87002  
FAX: 505-966-2740  
EMAIL: [leona.vigil@belen-nm.gov](mailto:leona.vigil@belen-nm.gov)

by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.

Business references provided may be contacted for validation of content provided therein.

**CITY OF BELEN  
RFP # 2014-01**

**REFERENCE QUESTIONNAIRE FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. **This form is due no later than June 16, 2014 and shall be returned to:**

City of Belen  
Leona Vigil, Procurement Manager  
100 South Main St.  
Belen, NM 87002  
FAX: 505-966-2740  
EMAIL: leona.vigil@belen-nm.gov

**This form must not be returned to the company requesting the reference.**

For questions or concerns regarding this form, please contact the City of Belen Procurement Manager whose information is listed above.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

**QUESTIONS:**

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

COMMENTS:

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

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

COMMENTS:

3. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

Thank you for time and participation in this evaluation.

*Leona Vigil*

Deputy Clerk  
Procurement Manager

**APPENDIX H**

**RESIDENT VETERANS CERTIFICATION**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.