REQUEST FOR PROPOSALS

FOR

PROFESSIONAL DESIGN SERVICES – BLACK ARROYO WILDLIFE PARK TRAIL CONSTRUCTION PROJECT

As Requested by

THE SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

RFP No. 2014-02

PROPOSAL DUE DATE: February 6, 2014 3:00 p.m.
# TABLE OF CONTENTS

**Submission Instructions to Offerors:** .................................................. 3  
Section 1 – Introduction.................................................................................. 4  
Section 2 – Conditions Governing Procurement.............................................. 5  
Section 3 – Proposal Format and Organization Requirements ...................... 9  
Section 4 – Submission Requirements ............................................................ 9  
Section 5 – Evaluation of Proposals ............................................................... 13  

Appendix A-Campaign Contribution Disclosure Form  
Appendix B-Sample SSCAFCA Contract
Submission Instructions to Offerors:

1. Proposal due date: February 6, 2014, at 3:00 p.m. local time. Proposals for the project will be received by the Fiscal Services Department, Southern Sandoval County Arroyo Flood Control Authority, 1041 Commercial Dr. SE, Rio Rancho, New Mexico 87124.

2. Submit 1 Original and 5 copies of your Proposal in a sealed envelope or container.

3. This RFP is issued by the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), Fiscal Services Department, which is the sole point of contact during the procurement process. Communications initiated by Offerors with members of the Governing Body or SSCAFCA personnel, other than as coordinated by Fiscal Services Staff, shall be grounds for Offeror disqualification.

4. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

   Professional Design Services – Black Arroyo Wildlife Park Trail Construction Project
   RFP No. 2014-02

5. **Point of Contact:** This Request for Proposals (RFP) is issued by SSCAFCA, Fiscal Services Department, which is the sole point of contact during the procurement process (the “Point of Contact”). Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or SSCAFCA 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:

   Southern Sandoval County Arroyo Flood Control Authority
   Fiscal Services Department
   Attention: Deborah Casaus, Fiscal Services Director
   1041 Commercial Dr. SE
   Rio Rancho, NM 87124
   (505) 892-5266
   dcasaus@sscafca.com
1. **INTRODUCTION**

1.1. **Overview.** Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests qualification based competitive sealed proposals for Professional Design Services for the Black Arroyo Wildlife Park Trail Project.

1.2. **Scope of Work/Specifications.** Offerors should demonstrate their ability to provide the following services:

   Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) is seeking professional design services for the Black Arroyo Wildlife Park (Park) Trail Project. The objective of this project will be to design and construct a trail system throughout the Park, including trailheads, parking, and arroyo crossings. For arroyo crossings, Offeror may use standard “off the shelf” designs and specifications for pedestrian bridges. However, Offeror will need to provide any locally derived information required by the bridge manufacturer. Trail alignments, arroyo crossing locations, and parking area locations shall generally conform to those locations identified in the Master Plan for Black Arroyo Wildlife Park (available for review on www.sscafca.com). Proposed improvements shall be designed using Arid Low Impact Development (AridLID) techniques to harvest stormwater runoff from impervious surfaces and/or use permeable paving/surfacing to reduce or eliminate runoff from developed improvements. Limited, climate appropriate landscaping will be a final component of the design. Landscaping will be limited to those areas immediately surrounding development and will functional as erosion control materials to prevent soil erosion from around improvements. SSCAFCA may utilize selected Offeror for bidding and/or construction phase support services.

Funding for this project has been obtained from the New Mexico State Legislature and from the Federal Highway Administration, Transportation Alternatives Program. The selected Offeror will assist SSCAFCA in obtaining required certifications from the New Mexico Department of Transportation, including performing all required environmental work for the project, including a 4(f) evaluation demonstrating a de minimus or net benefit impact.
2. CONDITIONS GOVERNING PROCUREMENT

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

2.2. Schedule of Events. SSCAFCA will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>SSCAFCA</td>
<td>January 9, 2014</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Mandatory</strong> Pre-Proposal Conference</td>
<td>SSCAFCA and Potential Offerors</td>
<td>January 21, 2014</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>Deadline to Submit Written Questions</td>
<td>Potential Offerors</td>
<td>January 27, 2014</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Response to Written Questions</td>
<td>SSCAFCA</td>
<td>January 31, 2014</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>RFP Addenda</td>
<td>SSCAFCA</td>
<td>If applicable, no later than January 31, 2014</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Submission of Proposals</td>
<td>Offerors</td>
<td>February 6, 2014</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Proposal Evaluation and Ranking (Including time for Interviews, Oral Presentations, and Best and Final Offers)*</td>
<td>Evaluation Committee</td>
<td>February 7-12, 2014</td>
<td></td>
</tr>
<tr>
<td>Notify Offerors of Selection</td>
<td>SSCAFCA</td>
<td>February 13, 2014</td>
<td></td>
</tr>
<tr>
<td>Finalize Contract (upon SSCAFCA Board approval)</td>
<td>SSCAFCA/Offeror</td>
<td>February 21, 2014</td>
<td></td>
</tr>
<tr>
<td>Protest Deadline</td>
<td>Offerors</td>
<td>10 days following notification of award</td>
<td></td>
</tr>
</tbody>
</table>

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

2.2.1 Mandatory Pre-Proposal Conference. A non-mandatory pre-proposal conference will be held at SSCAFCA Offices, at 10:00 AM on January 21, 2014. A more detailed description of the project and supporting documentation will be presented at the conference.

2.2.2 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. Written responses to written questions and any RFP amendments will be posted to SSCAFCA’s website at the following address:

http://www.sscafca.org

It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.
2.2.3 Addenda and Communications. All addenda and communications will also be posted to SSCAFCA’s website.

It is the responsibility of all potential Offerors to check the website for questions and responses and to ensure that all addenda have been received before submitting their proposal.

2.2.4 Submission of Proposal. All Offeror proposals must be received by SSCAFCA 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:

Southern Sandoval County Arroyo Flood Control Authority  
Attention: Deborah Casaus, Fiscal Services Director  
1041 Commercial Dr. SE  
Rio Rancho, New Mexico 87124  

Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

Professional Design Services –  
Black Arroyo Wildlife Park Trail Construction Project  
RFP No. 2014-02  
RFP No. 2014-02  

SSCAFCA shall not be responsible for proposals that are mailed and not received by the time specified in this section. Receipts for hand delivered proposals may be issued by SSCAFCA (upon request).

2.2.5 Proposal Evaluation. The evaluation and ranking of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.

2.2.6 Selection of Finalist. The Evaluation Committee will select and the Point of Contact will notify the Finalist Offeror.

2.2.7 Oral Presentations and Interviews. The Evaluation Committee may request oral presentations or interviews by the Offerors. If this is required, the requested action will take place at the SSCAFCA office in Rio Rancho within the proposal evaluation timeframe specified the Schedule of Events.

2.2.8 Finalize Contract. The Contract will be finalized with the most qualified Offeror. In the event that mutually agreeable terms cannot be reached, SSCAFCA reserves the right to terminate negotiations with that Offeror. The Contract will be presented to the SSCAFCA Board of Directors for its approval on the date specified in the Schedule of Events.
2.2.9 **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.

2.3. **General Requirements.**

2.3.1 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.

2.3.2 Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SSCAFCA.

2.3.3 Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.

2.3.4 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 Point of Contact named above. SSCAFCA 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.

2.3.5 A proposal may be amended 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. An amendment must be a complete replacement for a previously submitted proposal and must be clearly identified in a transmittal letter signed by the Offeror’s authorized representative. SSCAFCA reserves the right to request proof of authorization to withdraw or amend a proposal.

2.3.6 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.

2.3.7 SSCAFCA may evaluate the proposals based on the anticipated completion of all or any portion of the project. SSCAFCA 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 when deemed to be in SSCAFCA’s best interest. SSCAFCA 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.

2.3.8 SSCAFCA 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.

2.3.9 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 SSCAFCA.

2.3.10 Offeror acknowledges and accepts that any expense incurred from the Offeror’s participation in this RFP process shall be at the sole risk and responsibility of the Offeror.

2.3.11 SSCAFCA expects the highest level of ethical conduct from Offerors including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2.3.12 After identifying the highest scoring Offeror, SSCAFCA will attempt to negotiate final terms of a Contract with such Offeror, on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.

2.3.13 SSCAFCA shall evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. SSCAFCA’s determination shall be final.

2.3.14 Federal Funds. For those projects which incorporate federal funding the selected Offeror will be required to comply with the applicable federal requirements. This project is wholly or partially funded with United States Federal Highway Administration funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department’s agencies or employees is or will be party to this Request for Proposals or any resulting contract. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Offerors on this work will be required to comply with the President's Executive Order No. 11246, as amended.
3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

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.

3.2. Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.3. Proposal Format.

3.3.1 Proposals shall be limited to a maximum length of 15 numbered pages, not including the Cover Letter, Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.2.2. Please identify the requirement number in the proposals when responding to each.

3.3.2 Proposals shall be clearly divided into unique sections, which shall include:

a. Cover Letter
b. Table of Contents
c. Other Required Documents
d. Response to Desirable Requirements

3.3.3 Proposals shall be printed on letter-size (8-1/2” x 11”) paper and bound or assembled with spiral bindings, stapled or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. Any 11” x 17” pages shall be numbered as two pages. Drawings on 24” x 36” sheets shall be numbered as four pages.

4. SUBMISSION REQUIREMENTS

4.1. Overview. This section contains the mandatory and desirable proposal submission requirements as well as related information. Offerors must respond to the mandatory requirements and should respond to the desirable requirements of this RFP providing the required responses, documentation and assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that requirement, except for Section 4.3.3.

4.2. Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.
4.2.1 **Cover Letter.** Offerors must submit a cover letter summarizing why the Offeror is interested in this project. A party authorized to bind the entity submitting the proposal must sign the cover letter. The cover letter should include the following items:

a. Identity of Offeror including business address, telephone number, fax number, and email address.

b. A statement that the proposal is effective for 60 days from proposal due date.

c. A statement that the Offeror will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the RFP terms.

d. A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to professional engineering services performed by the firm, with a description of the case(s) and their current status, if applicable.

4.2.2 **Other Required Documents.** The following list of documents must be submitted with the proposal, but will not be counted towards the 15 page limit:

a. **Disclosure of any Potential Conflicts of Interest.** Offeror shall either state they have no conflict of interest or disclose any potential conflict of interest. A potential conflict of interest includes, but is not limited to:

   i. Accepting an assignment where duty to SSCAFCA would conflict with the Offeror’s personal interest, or interest of another client.

   ii. Performing work for a client or having an interest which conflicts with this contract.

b. Certification of professional liability insurance of at least one million dollars ($1,000,000).

c. **Campaign Contribution Disclosure Form.** In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body (SSCAFCA) are required to file the attached “Campaign Contribution Disclosure Form” with that state agency or local public body, in this case SSCAFCA. This form must be filled out in its entirety and submitted with the offer.

4.3. **Desirable Requirements.** As SSCAFCA shall evaluate all of the proposals on the same basis, it is required that your proposal conforms in all respects to the specifications outlined in this RFP.
4.3.1 Capacity and Capability

a. Provide an organization plan for management of the project.
b. Provide qualifications of project team members shown in organization plan, including registration and membership in professional organizations.
c. Provide any unique knowledge of key team members relevant to the project.

4.3.2 Specialized Design and Technical Competence

a. Identify specific experience the proposing firm has with similar projects in an arid Southwest, New Mexico, Middle Rio Grande corridor and Sandoval County.
b. Identify and describe Offeror’s sub-consultants and their role in the project.
c. Identify and describe Offeror’s or their sub-consultants experience with Federal Highway Administration funded projects and their role in these projects.

4.3.3 Past Record of Performance

a. Describe the results of Offeror’s similar projects, including adherence to schedules, project costs at bidding, and change orders incurred during the course of construction. Provide names and current contact information for owning agency project manager.

4.3.4 Familiarity with SSCAFCA

a. Provide examples of the Project Manager's experience within the past five (5) years that serve to demonstrate the Project Manager's knowledge of SSCAFCA.
b. Describe specific projects the Offeror has performed for SSCAFCA.

4.3.5 Technical Approach.

a. Describe Offeror’s understanding of the project scope.
b. Describe how Offeror plans to perform the services required by the project scope.
c. Describe specialized problem solving required in any phase of the project.
d. Describe techniques Offeror may use to minimize maintenance of the trail (e.g. prevent accumulation of windblown dirt on the trail).
e. Provide a proposed timeline for completion of the Scope of Work.
4.3.6 Usage of AridLID in project design

a. Identify prior projects where AridLID techniques have been incorporated into final construction of facilities.

b. Describe how the Offeror will integrate AridLID concepts into the proposed project and techniques the Offeror will use to minimize the need for supplemental water for any planted material.

c. For hardened elements of this water quality facility, identify potential alternatives to traditional asphalt and/or concrete for constructing these elements.

4.3.7 Quality and Content of Proposal

a. The proposal will be scored on the overall quality of the assembly and presentation of information.

4.3.8 Current Volume of work with SSCAFCA that is less than 75% complete.

a. The outstanding volume of work, by project, contracted for by the Offering Agency that is less than 75% complete by the deadline for submission of proposals as shown in the Schedule of Events in Section 2.2. Scoring for this section will be determined by SSCAFCA.

<table>
<thead>
<tr>
<th>Value of work not yet completed on projects that are not 75% complete</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>5</td>
</tr>
<tr>
<td>$1 to $50,000</td>
<td>4</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>3</td>
</tr>
<tr>
<td>$100,001 to $150,000</td>
<td>2</td>
</tr>
<tr>
<td>$150,001 to $200,000</td>
<td>1</td>
</tr>
<tr>
<td>$200,001 or greater</td>
<td>0</td>
</tr>
</tbody>
</table>
5.0 EVALUATION OF PROPOSALS

5.1 Evaluation Points Summary. The following is a summary of evaluation factors and the maximum point factors assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Factor</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2.1</td>
<td>Mandatory Requirements-Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>4.2.1 a.</td>
<td>Identity of Offeror</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.1 b.</td>
<td>Statement that the proposal is effective for 60 days</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.1 c.</td>
<td>Statement of compliance with all terms and conditions</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.1 d.</td>
<td>List of pending, settled, tried litigation</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.2</td>
<td>Other Required Documents</td>
<td></td>
</tr>
<tr>
<td>4.2.2 a.</td>
<td>Disclosure of Conflicts of Interests</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.2 b.</td>
<td>Certification of Liability Insurance</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.2.2 c.</td>
<td>Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4.3</td>
<td>Desirable Requirements</td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>Capacity and Capability</td>
<td>20</td>
</tr>
<tr>
<td>4.3.2</td>
<td>Specialized Design &amp; Technical Competence</td>
<td>15</td>
</tr>
<tr>
<td>4.3.3</td>
<td>Past Record of Performance</td>
<td>15</td>
</tr>
<tr>
<td>4.3.4</td>
<td>Familiarity with SSCAFCA</td>
<td>5</td>
</tr>
<tr>
<td>4.3.5</td>
<td>Technical Approach</td>
<td>15</td>
</tr>
<tr>
<td>4.3.6</td>
<td>Usage of Arid LID in project design</td>
<td>20</td>
</tr>
<tr>
<td>4.3.7</td>
<td>Quality and Content of Proposal</td>
<td>5</td>
</tr>
<tr>
<td>4.3.8</td>
<td>Current volume of work with the Contracting Agency that is less than 75% complete</td>
<td>5</td>
</tr>
<tr>
<td><strong>NOTE</strong></td>
<td>In-state preference and Veterans preference not available due to Federal funding</td>
<td>NA</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

5.2 Desirable Requirements. Failure to respond to a Desirable Requirement will result in zero points being awarded for that requirement.

5.3 Oral Presentation/Interview. SSCAFCA reserves the right to award a contract on the basis of proposals only or may require selected Offerors to be interviewed or make an oral presentation.
Appendix A

PROSPECTIVE CONTRACTOR NAME: __________________________________________

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 fifty dollars ($250.00) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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 INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, OR THEIR REPRESENTATIVES HAVE 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 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 of:

(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

For the purposes of this procurement, the applicable public officials are the SSCAFCA Board of Directors named below:

Donald Rudy, Chairman
2159 Cimmarron Ct. NE
Rio Rancho, NM 87144

James Fahey Jr., Chair Pro Tem
4828 Corrales Rd.
Corrales, NM 87048

Mark Conkling, Treasurer
2528 Sandia Loop NE
Rio Rancho, NM 87124

John Chaney, Chair Pro Tem (Alternate)
3592 Calle Suenos
Rio Rancho, NM 87124

Steven M. House, Secretary
940 Saratoga Road
Rio Rancho, NM 87124
DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

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 ($250.00) WERE MADE to an applicable public official by me, or my family members or my representatives.

__________________________  _______________________
Signature                      Date

Title (position)
THIS IS AN AGREEMENT effective as of ________________ ("Effective Date") between

______________________________ ("SSCAFCA") and

______________________________ ("Consultant").

SSCAFCA and Consultant agree as follows:

ARTICLE I
SERVICES OF CONSULTANT

The Consultant shall provide professional design services for the Black Arroyo Wildlife Park Trail Construction Project (Project). The consultant shall provide all required professional services to develop a biddable set of plans and specifications for the proposed project, including any needed studies and sampling. All plans and specifications for the project shall be sealed by a licensed professional, registered in the State of New Mexico, from the appropriate discipline. Project configuration shall be coordinated with SSCAFCA. The Consultant shall provide review documents to SSCAFCA at the 30%, 60%, 90% and final stages of the project. SSCAFCA may provide these documents to other agencies for review and comment.

In addition to project design services, the Consultant shall provide all necessary work to obtain the required Environmental Certification from the New Mexico Department of Transportation/Federal Highway Administration for the project. The Consultant will also provide support to SSCAFCA in obtaining all other required certifications (Right-of-Way, ITS, Utility, and Railroad) for the project.

ARTICLE II
STANDARDS OF PERFORMANCE

The Consultant shall perform Professional Design Services relevant to the Project based upon the terms and conditions set forth herein and as approved by task order(s). All work performed shall attempt to meet the highest standards and shall comply with the federal, state, and local regulations and requirements including all applicable SSCAFCA Regulations and Policies.
ARTICLE III
CONSULTANT’S FEE

A. COMPENSATION

Compensation will be based upon work completed by Consultant on the project. Total project cost shall not exceed COST IN WORDS INCLUDING NMGRT ($__________) unless approved in writing by SSCAFCA.

B. PAYMENT SCHEDULE FOR FEES

In consideration for the services provided pursuant to Article I, payment for services rendered will be billed by the Consultant on a monthly basis and SSCAFCA shall pay on the following charges:

   a. All fees, costs and expenses as per the agreed upon rates based on the Reimbursable Expenses Schedule and Standard Hourly Rates included as Exhibit I. Said fees, costs and expenses shall not increase during the term of the Agreement unless approved in writing by SSCAFCA; and

   b. New Mexico gross receipts tax at the applicable rate.

C. COST RECORDS

Upon written request by SSCAFCA, and in response to an audit or special need for the information, the Consultant shall furnish cost records for all billings sufficient to substantiate all charges and fees. The Consultant shall complete work and cost records for all billings on such forms and in such manner as is satisfactory to SSCAFCA.

E. DELETED WORK

If work performed by the Consultant is deleted due to a change in project criteria or due to deletion of a portion or the entire project, the parties agree to negotiate equitable payment for such deleted work of the Consultant. The amount of payment due shall be determined by applying a percentage of the unpaid balance representing the percent of the progress made by the Consultant toward completing the deleted work. These amounts shall then be due the Consultant and authorized for payment provided the completed work is satisfactory to SSCAFCA.

F. SUBCONTRACTING FEES

When the Consultant has certain portions of the work performed by a subcontractor, the Consultant will submit pay requests by the subcontractor to SSCAFCA with markup identified in Exhibit II. Subcontractors, to be used by the Consultant, will be identified on the Task Order.

ARTICLE IV
OWNERSHIP OF DOCUMENTS AND RECORDS

A. All documents prepared as part of or related to the project, including, but not limited to the
field notes graphics, GIS information and any computer generated materials prepared under this Agreement as instruments of service, are and shall remain, the property of SSCAFCA. At the termination of this Agreement or the conclusion of the project, whichever is sooner, upon request by SSCAFCA, the Consultant shall deliver in a form acceptable to SSCAFCA one digital set of data generated due to a Task Order. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country by the Consultant. SSCAFCA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

B. After project completion and final payment under this Agreement, the Consultant shall maintain for no less than ten (10) years, copies of all documents, maps, records, computer data, and computer generated materials, tests and field notes which were developed in the course of work on the project for SSCAFCA and for which compensation has been received by the Consultant. The above shall be the property of SSCAFCA, maintained by the Consultant, at no additional cost to SSCAFCA and in accordance with applicable law and requirements prescribed by SSCAFCA. If required by SSCAFCA, and upon written request, delivery of these documents or copies of this information shall be transmitted to SSCAFCA at a mutually agreed upon cost.

ARTICLE V
TERMINATION

A. This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party.

B. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

C. In the event of termination as provided in this Article, the Consultant shall be paid in full for services performed to the date of such termination, provided such work is satisfactory to SSCAFCA, an amount to be negotiated between the parties. Such amount shall be paid by SSCAFCA upon the Consultant’s delivering to SSCAFCA, in a form acceptable to SSCAFCA, the data reports, summaries, documents, computer data and computer generated materials of any nature and other such information and materials as may have been accumulated, acquired, or prepared by the Consultant in performing the services included in this Agreement whether completed or in progress. Cost of delivery to SSCAFCA of the work product defined above shall be included in the compensation amount negotiated between the parties to terminate this Agreement.

ARTICLE VI
ASSIGNMENT

This Agreement shall not be assigned except upon written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the assignees.
ARTICLE VII
INDEMNITY

The Consultant hereby agrees to hold harmless, indemnify and defend SSCAFCA, its officers, agents and employees from and against all liability, suits, actions, claims, damages, attorney fees and costs arising out of or resulting from the Consultant’s and/or any of its Subcontractor’s employees, agents, or officers negligent conduct, performance, act(s), error(s) or omissions(s) relating in any manner whatsoever to this Agreement. Provided, however, nothing in this Agreement shall be construed to require the Consultant to defend, indemnify and hold harmless SSCAFCA, its officers, agents and employees from and against any liability, suits, actions claims, damages and attorney fees caused by or resulting from the negligence of SSCAFCA, its officers, agents and employees.

Receipt by SSCAFCA of the Consultant’s services under this agreement, review by SSCAFCA of any plans, specifications and documents prepared by the Consultant, and SSCAFCA authorizations for the Consultant to proceed with the various phases of services shall not be construed as approval of the Consultant’s work product by SSCAFCA or as the giving of instructions or directions by SSCAFCA. These indemnification provisions are subject to the limitations and provisions of NMSA 1978, Section 56-7-1(1971).

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

When the Consultant acts as an agent for SSCAFCA, SSCAFCA, to the extent authorized by law, shall defend, indemnify, and hold harmless the Consultant from and against all suits, actions, or claims resulting from negligent acts, errors, or omissions of SSCAFCA and from actions, suits, or claims resulting from actions taken or services rendered by the Consultant at the direction of SSCAFCA which are not resulting from the negligent acts, errors, or omissions of the Consultant.

ARTICLE VIII
INSURANCE

A. GENERAL CONDITIONS

If applicable, SSCAFCA will require that the Consultant procure and maintain in full force and effect during the life of this Agreement, such insurance as is required herein. Policies of insurance shall be written by companies licensed or approved to do business in the State of New Mexico.

The Consultant shall furnish SSCAFCA copies of certificates of required insurance in a form satisfactory to SSCAFCA (or copies of insurance policies if SSCAFCA calls for them). All certificates of insurance (or policies) shall name SSCAFCA as an additional insured and provide that thirty (30) days written notice be given to SSCAFCA before a policy is cancelled or not renewed except that thirty (30) days notice shall not apply for non-payment of premiums. Various types of required insurance may be written in one or more policies.
If part of this Agreement is subcontracted, the Consultant shall require its subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Consultant’s insurance policies.

B. APPROVAL OF INSURANCE

Even though a “Notice to Proceed” may have been given, the Consultant or subcontractor shall not begin any work under this Agreement until the required insurance has been obtained and the proper Certificates (or insurance policies) have been provided to SSCAFCA. Neither approval nor failure to disapprove certificates, policies or the insurance by SSCAFCA shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.

C. PROFESSIONAL LIABILITY INSURANCE

The Consultant will be required to obtain Professional Liability Insurance in an amount not less than $1,000,000 in the aggregate provided however, that there shall not be a per claim limit of less than $1,000,000.

In the event SSCAFCA elects to require insurance coverage in excess of $1,000,000 the cost directly incurred by the Consultant, if it is in addition to the Consultant’s Basic Professional Liability Insurance, shall be a direct reimbursable expense (additional insurance premium cost only) paid by SSCAFCA.

D. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE INSURANCE

All commercial general liability and automobile insurance policies shall have liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death and property damage in any one occurrence.

Said policies of insurance shall be in effect for the term of this Agreement and include coverage for all operations performed for SSCAFCA by the Consultant.

E. WORKERS’ COMPENSATION INSURANCE

The Consultant shall comply with the provisions of the Workers’ Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

F. INCREASED LIMITS

If, during the life of this contract, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, SSCAFCA may require the Consultant to increase the maximum limits of any insurance required herein. In the event that the Consultant is so required to increase the limits of such insurance, an appropriate adjustment in contract amount will be made.

G. NOTIFICATION ON INSURANCE

Consultant agrees to notify Owner immediately of any change or cancellation of insurance policy.
ARTICLE IX
PROJECT SCHEDULE COMPLIANCE

It is the goal of SSCAFCA in entering into this Agreement with the Consultant to complete projects in a timely fashion. After execution of this Agreement, the Consultant shall furnish SSCAFCA a project schedule for approval with each task order and task billing. Once a task order is approved, a notice to proceed will be issued. Unless otherwise agreed to in writing between the parties, compliance with the project schedule is mandatory and must be met by the Consultant.

ARTICLE X
INDEPENDENT CONTRACTOR

Neither the Consultant nor its employees are considered to be employees of SSCAFCA for any purpose whatsoever. The Consultant is considered to be an independent contractor at all times in the performance of the services described herein. The Consultant further agrees that neither it nor its employees are entitled to any benefits from SSCAFCA under the provisions of the Workers’ Compensation Act, or to any of the benefits granted to employees of SSCAFCA.

ARTICLE XI
PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with SSCAFCA. All the services required hereunder shall be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SSCAFCA. Any work or services subcontracted hereunder shall be specified in a written contract or agreement and shall be subject to each provision of this Agreement.

ARTICLE XII
CONSULTANT’S PERFORMANCE

In the performance of professional services, the Consultant will use the degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties expressed or implied, are made or intended in any of the Consultant’s proposals, contracts or reports.
ARTICLE XIII
REPORTS AND INFORMATION

At such times and in such forms as SSCAFCA may require, the Consultant shall furnish to SSCAFCA such statements, records, reports, data and information, as SSCAFCA may request pertaining to matters covered by this Agreement. Compensation to the Consultant for furnishing the reports and information shall be invoiced and paid as special services.

ARTICLE XIV
INFORMATION PROVIDED BY SSCAFCA

The Consultant shall be entitled to rely upon the accuracy of data and information provided by SSCAFCA or agents of SSCAFCA without independent review or evaluation. This does not relieve the Consultant of its duties or of reviewing the data and bringing to SSCAFCA’s attention, or its agent, any inaccuracy in the data that it may find.

ARTICLE XV
TIME OF PERFORMANCE

Services of the Consultant shall commence on the date of final execution of the Agreement and task order and only after issuance of the Notice to Proceed and shall be undertaken and completed as set forth in the approved project schedule.

ARTICLE XVI
AUDITS AND INSPECTIONS

At any time during normal business hours and as often as SSCAFCA may deem necessary, there shall be made available to SSCAFCA for examination, all of the Consultant’s records with respect to all matters covered by this Agreement. The Consultant shall permit SSCAFCA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoice materials, payrolls, and other data relating to all matters covered by this Agreement, except as specifically excluded by law.

ARTICLE XVII
SUBCONTRACTING

No work shall be subcontracted without the prior written consent of SSCAFCA. The intent of this section shall not be circumvented by the Consultant placing a subcontractor’s employees directly on the Consultant’s payroll and/or by the use of a subcontractor’s materials or equipment.

Nothing contained herein, including, but not limited to approval by SSCAFCA of any subcontractors and/or materials, shall be construed to waive the Consultant’s liability of any nature under this Agreement and no bond, insurance or liability of any nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under this Agreement.
ARTICLE XVIII
COMPLIANCE WITH LAWS

In providing the scope of services outlined herein, the Consultant and SSCAFCA shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments.

ARTICLE XIX
NON-APPROPRIATION CLAUSE

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

ARTICLE XX
CONSTRUCTION AND SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of this Agreement is reasonably capable of completion.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

ARTICLE XXII
AGREEMENT CHANGES

SSCAFCA may request changes in this Agreement or to the Scope of Services of the Consultant to be performed hereunder. Such changes will be considered as an amendment to the Agreement.

ARTICLE XXIII
SSCAFCA OBLIGATION ON REVIEW

SSCAFCA is not obligated to provide an extensive check of any documents or reports submitted by Consultant. Acceptance of documents, reports and/or investigations by SSCAFCA does not relieve the Consultant or its subcontractors of their responsibility for accurate and complete work.
ARTICLE XXIV
APPLICABLE LAW

This is a Federally Funded project. The Consultant shall comply with all applicable federal, state and local laws, and the 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 operations of the workplace, including laws and regulations hereafter enacted. The Consultant shall ensure that the requirements of this compliance are made a part of each subcontract on this project at all tiers.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

ARTICLE XXV
EQUAL OPPORTUNITY COMPLIANCE

The Consultant agrees to abide by all federal and state laws pertaining to equal employment opportunity.

In accordance with all such laws, the Consultant agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take immediate appropriate steps to correct these deficiencies.

ARTICLE XXVI
COMPLETION AND EXPIRATION DATES

This Agreement shall be for one year from the date of execution; however, services that are in progress or incomplete at the end of the contract year shall be completed. This Agreement may also be renewed for up to three (3) additional years, subject to annual renegotiation of fee schedule and approval by SSCAFCA’s Board of Directors.

ARTICLE XXVII
ADMINISTRATION OF AGREEMENT

The Executive Engineer, or his authorized representatives, shall administer this Agreement for SSCAFCA.

ARTICLE XXVIII
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the Board of Directors of SSCAFCA and executed hereunder.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

By: ________________________________
    Donald Rudy
    Chairman, Board of Directors

Date: ________________________________

APPROVED AS TO FORM:

____________________________________
Bernard P. Metzgar
Attorney for SSCAFCA

CONSULTANT:

By: ________________________________
Name: ______________________________
Title: ______________________________

Date Signed: _________________________
State of: ____________________________
Federal I.D. Number: __________________
Taxpayer Identification Number: ______
EXHIBIT I
DETAILED COST BREAKDOWN FOR DESIGN SERVICES

PROFESSIONAL DESIGN SERVICES

ADD DETAILED COST ESTIMATE DESIGN PROJECT.

A.
EXHIBIT II

NOT USED THIS CONTRACT
EXHIBIT III
SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
TASK ORDER FORM

1. Contractor: ________________________________________________________________

2. Task Order Title: ___________________________________________________________

3. Task Order Description: _____________ ___________________________________
________________________________________________________________________

4. Cost/Fees w/GRT_______________________________________

5. Additional Attachments: □ Scope of Work  □ Time Schedule  □ Man-hours & Fees
   □ Other: _____________________________________
Maps Attached? □ Yes □ No

Contractor ___________________________ Date ___________________________

______________________________ ▼SSCAFCA USE ONLY▼
GASB Asset: □ Yes □ No
Watershed/Reach: ________________
Task Order Number: ________________
   Watershed   FY   Type   Contractor   Serial #
SSCAFCA Acct. No. ________________
   Fund   G/L   GASB ID #   Bond Issue   Bond Project

□ Reviewed and approved
   Engineering review by: _______   Scope review by: _______   ROW:_______
   Funding review by: _______   O & M review by: _______.

Task Order Approved by SSCAFCA Board on: ________________________ (if > than $50,000)

______________________________ Date ___________________________
Executive Engineer

______________________________ Date ___________________________
Chairman of Board of Directors