

REQUEST FOR PROPOSALS FOR PUBLIC WORKS CONCRETE FLATWORK

The City of Las Vegas, New Mexico is requesting proposals for public works concrete flatwork defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall provide all labor, materials and equipment necessary for concrete projects. This work shall consist of removal and or furnishing and installation of curb and gutter, extruded curbing, post type curbing, sidewalks, driveways entrances and ramps, ADA sidewalk ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items. All work projects shall be constructed under the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation 2019 Edition. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The contractor is responsible for the proper adequacy and structural design of all formwork including shoring, bracing as required and shall insure that the installation of all formwork shall be done in such a manner as to prevent from failure. When stripped, all concrete shall be true, level and perpendicular to surfaces as required by the contract documents.
2. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, traffic ability, construction, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
3. Provide expansion joints, contraction joints, and construction joints in concrete curbs, gutters, and sidewalks. Provide expansion, contraction, and construction joints perpendicular to formed faces of curb, gutter, or sidewalk. Provide preformed expansion joint filler at locations indicated or where each abuts the other. Joints may be formed or sawcut.
4. All debris and refuse generated by the construction work and all equipment and materials which have to be removed, and are not required in the work, shall be removed from the jobsite and legally disposed of by the Contractor.
5. Provide excavating and backfilling work, including necessary clearing, grubbing and preparation of the site. Provide continued protection while performing work this is to specifically include, but is not limited to, protecting neighboring surfaces during placement of the concrete.

6. All density tests shall be conducted by qualified technicians and the cost of such tests will be borne by the Owner with the provision that after two failing tests in the same location; the Contractor shall be required to submit satisfactory evidence that his compaction efforts meet the specifications, and additional testing costs will be the Contractor's responsibility.
7. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits to comply with local, state and federal requirements.
8. Contractor shall provide on-site supervision at all times for all of their work to be performed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PUBLIC WORKS CONCRETE FLATWORK"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.

5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:

- i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
- ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with

adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).

- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law

14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that 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 (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are

hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.

- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident / Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	