

Request for Qualification Based Proposals

The City of Las Vegas, New Mexico Public Housing Authority will open the Request for Qualification Based Proposals at 2:00 pm, April 24 at the City Council Chambers, or another designated area of the city offices 1700 Grand Avenue Las Vegas, NM, for the following:

ARCHITECT / ENGINEER SERVICES – (6) Unit Rehabilitation Sagebrush Site with deductive alternates.

Proposal Forms and Specifications may be obtained from the following location: 1700 N Grand Avenue Las Vegas, NM 87701.

Mailed RFQ's should be addressed to the City Clerk's Office, 1700 N Grand Ave., Las Vegas, New Mexico 87701; with the envelope clearly marked: "**ARCHITECT / ENGINEER SERVICES – (6) Unit Rehabilitation Sagebrush Site with deductive alternates. Opening No. _____**" on the lower left hand corner of the submitted envelope.


It shall be the responsibility of the qualified professional to see that their Qualifications are delivered to the City Clerk's Office by 2:00 pm, April 24, 2018 set for this Qualifications Request. If the Mail delivery of Qualifications Request is delayed beyond the opening date and time, Qualifications thus delayed will not be considered. Review of the qualifications will take place thereafter.

The City of Las Vegas reserves the right to reject any/or all RFQ's submitted.

City of Las Vegas


Ann Marie Gallegos, Interim City Manager


City Attorney


Casandra Fresquez, City Clerk


Tana Vega, Interim Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2018-22 Date Issued: 3/28/2018

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The Las Vegas Housing Authority (LVHA) administers Public Housing to 267 housing units within the City of Las Vegas and is proposing to remodel (6) six of those units within the Sagebrush Site.

The LVHA reserves the right to reject any or all qualification based proposals. The LVHA is an equal opportunity employer and contracting agency.

QUALIFICATIONS BASED PROPOSAL CONTENT

Qualifications shall be submitted in the following format:

- ◆ Firm qualifications
- ◆ Proposed staffing and project organization
- ◆ Detailed work plan and technical approach
- ◆ Schedule to begin providing the services

QUALIFICATIONS BASED PROPOSAL FORMAT

1. The qualifications based proposal is limited to a maximum of ten pages, exclusive of title sheets, indexes, transmittal letters, Non-Collusive Affidavit, Conflict of Interest Statements, etc.
2. The cover should include the qualifications title, date and firm's name.
3. Bound or stapled on the left-side margin.
4. Printed on one side of each sheet only.
5. Provide a minimum of 1 original, Five (5) copies and an electronic file of all documents.
6. No other materials submitted.

SCOPE OF SERVICES

The LVHA seeks the services of a firm to provide ARCHITECT / ENGINEER SERVICES to rehabilitate (6) Units at the Sagebrush Site with deductive alternates. The services provided shall encompass all LVHA programs.

Areas of assistance may include one or more of the following:

- The Successful Offeror will be responsible for, among other things, determining what rehabilitation is needed for each unit, planning and designing the rehabilitation project for each site, which may include architectural, site planning, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscaping architecture, cost estimating, and other services as needed or required to the complete performance of this work. In addition, the successful Offeror shall prepare construction documents as required and provide inspection services throughout the construction or rehabilitation of the Project. The Successful Offeror will be expected to execute a standard USDHUD "Model Form of Agreement Between Owner and Design Professional (form HUD-51915)".

ARCHITECT ENGINEERING SERVICES

The Successful Offeror will develop plans and specs based off the assessments prepared by the LVHA as well as develop contract documents, provide electronic copies of all documents, perform contract administration and construction observation services for the following project:

(6) Unit Rehabilitation Sagebrush Site with deductive alternates

The scope of work includes the preparation of design plans and specifications for construction documents and construction phase services. The Successful Offeror will:

Phase 1: Design

- Prepare design plans and specification documents in accordance with HUD, State, Local and Federal regulations and codes.
- Assist with advertisement and bid administration.
- Hold a Pre-bid conference.
- Evaluate construction bids.
- Recommend the lowest responsive bidder to the City of Las Vegas Housing Authority.

Phase 2: Construction

- Prepare construction contracts for execution.
- Conduct pre-construction conference.
- Conduct construction observations for conformance with the plans and specifications.
- Prepare written construction observation reports to be provided to the Housing Authority.
- Review and negotiate contract modifications i.e. change orders.
- Review Construction Contractor weekly payroll, ensure Davis Bacon Act is adhered to.
- Prepare bi-weekly written reports regarding construction contractor performance on construction.
- The Successful Offeror will conduct bi-weekly on-site reviews to inspect the construction contractor's work. The Successful Offeror will assist with the development of a construction contractor's monthly invoice and review the work being performed.
- The Successful Offeror will work with City of Las Vegas Housing Staff and recommend payment of the monthly construction contractor's invoices.
- The Successful Offeror will conduct an inspection of the work at 95% completion and develop a Construction Close-out punch list.
- The Successful Offeror will recommend final payment in coordination with City of Las Vegas Housing Staff.

Deliverables:

Seven (7) Construction Documents.

One (1) electronic copy.

- Engineer's travel and expenses are included in the fee.
- Cost of advertising will be paid by the Housing Authority.

QUALIFICATION EVALUATION CRITERIA

- | | |
|---|----|
| 1) Evidence of A/Es ability to perform the work, as indicated by profiles of the principals and/or staffs' professional and technical competence and experience and their facilities, | 10 |
| 2) Capability to provide professional services in a timely manner, | 10 |
| 3) Past performance in terms of cost control, quality of work, and compliance with performance schedules, | 10 |
| 4) Capacity and Capability to complete the Phase 1 within 30 calendar days, | 10 |
| 5) Evidence that, where design is involved, the A/E is currently registered in the State of New Mexico, | 10 |
| 6) Knowledge of building codes, | 10 |
| 7) Certified statement that the A/E or firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State, or local agency, and | 10 |
| 8) Evidence of prior work with HUD. | 30 |

Any questions regarding this RFQ may be directed to:

Barbara Padilla, Interim-Housing Executive Director
Natasha Padilla, Housing Finance Specialist
2400 Sagebrush
Las Vegas, NM 87701
(505)425-9463

1. Term

The term of this agreement shall be for the period necessary to accomplish the Scope of Work within this proposal.

2. Termination

This Contract 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. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice requirement may be shortened only upon a written agreement by the two parties. However, should the Successful Offeror default in the Contract, the City PHA retains the right to terminate this agreement immediately.

3. Timelines

All work shall be performed in a timely manner, as requested.

4. Communication with the City of Las Vegas

The Successful Offeror shall be required to periodically update the City of Las Vegas Housing Authority of the status of any project.

5. Work Stoppage

The City of Las Vegas PHA retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

6. Assignability

The Successful Offeror shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City PHA. If such an assignment is allowed, the Successful Offeror shall be ultimately responsible to insure that the work is performed satisfactorily.

7. 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.

8. Amendment

This Contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

9. Professional Standards

The Successful Offeror agrees to abide by and perform its duties in accordance with the ethics of its profession in all federal, state laws and municipal ordinances & regulations regulating the practice of engineering.

10. Authority to Bind the City

The Successful Offeror shall not have the authority to enter into any contracts binding upon the City PHA or to create any obligations on the part of the City PHA, except such as shall be specifically authorized by the City PHA's representative, acting pursuant to authority granted by the City PHA.

11. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's office or by mail or hand delivery to the Consultant's Office.

12. 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 into this agreement.

13. Conflict of Interest

The Successful Offeror 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.

14. Method of Payment

The Successful Offeror shall submit itemized monthly statements of work performed as outlined herein. The City PHA will then make payment by the 15th of the following month.

15. Binding Effect

This Contract shall be binding upon and shall insure to the benefit of the successors and assignees of the City PHA and the Contractor.

16. Indemnification

The Successful Offeror will indemnify, keep and hold harmless the City PHA, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission, or negligent act of the Successful Offeror or any person employed by or acting on behalf of Successful Offeror.

17. Insurance

The Successful Offeror 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.

A. DATE OF RECEIPT OF QUALITIFICATIONS

Qualifications pursuant to this Request for Qualifications must be received at the location and before the date and time given in the advertisement.

B. ENVELOPES

Envelopes containing proposal shall be clearly marked "ARCHITECT / ENGINEER SERVICES – (6) Unit Rehabilitation Sagebrush Site with deductive alternates. Opening No. _____" 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 rejection of the **qualification**.

C. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas Public Housing Authority, taking into consideration the evaluation factor set forth in this request for proposals. The proposal will be ranked by a committee of three (3). It is anticipated that ranking will be completed by _____. After initial ranking of the qualifications, at the City's sole option, the City PHA may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City PHA will undertake negotiations with the top ranked offerors and will not negotiate with lower ranked offerors unless negotiations with higher ranked offerors have been unsuccessful and have been terminated.

D. BRIBERY AND KICKBACKS

As required by Section 13-1-191, N.M.S.A., 1978, it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or public employee (Section 30-4-1, N.M. S. A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee (Section 30-24-2, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978).

E. RESPONSIBILITY OF OFFEROR

At all times, it shall be the responsibility of the offeror to insure that their qualifications are delivered to the City Clerk by the date and time set for the opening of qualifications. If mail or delivery of said qualifications is delayed beyond the deadline set for the qualifications opening, offeror thus delayed will not be considered.

F. COST OF PREPARING AND SUBMITTING QUALIFICATIONS

The City will not pay for any costs associated with the preparation of submission.

G. NEW MEXICO TAX IDENTIFICATION NUMBER REQUIREMENT

New Mexico Tax Identification No.: _____
(Qualified Offeror must complete, if applicable)

Federal Tax ID Number: _____

Social Security Number: _____

Payment may be withheld under Section 7-10-5, NMS.A., 1978, if you are subject to New Mexico Tax and have not registered for a New Mexico Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering information.

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): ARCHITECT / ENGINEER SERVICES – (6) Unit Rehabilitation Sagebrush Site with deductive alternates.

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE QUALIFICATIONS PROPOSAL

STATE OF _____)

) ss

COUNTY _____)

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature

My Commission Expires: _____

Resolution No. _____ Expires on: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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 so solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

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)

