



## CITY OF AZTEC REQUEST FOR QUOTATION (RFQ)

DATE: May 23, 2014	<b>RETURN TO:</b> CITY OF AZTEC ATTN: PURCHASING RFQ # 14-0413 201 W CHACO AZTEC NM 87410	<b>THIS IS NOT AN ORDER</b>
RFQ #: 14-0413	FAX: (505) 334-7649	
DUE DATE: June 11, 2014		
TIME: 2:00 PM		

NEW MEXICO IN STATE PREFERENCE	PAYMENT TERMS	F.O.B./FREIGHT TERMS	SHIPPING TIME
# _____  <u>In-State or Veteran's Preference will be applied to only those certified bidders who have completed item 6 or 7 below</u>	_____ % _____ DAYS  NET 30 DAYS AFTER RECEIPT OF INVOICE	N/A	N/A

ITEM	DESCRIPTION	COST
1	Blanco Arroyo Survey & Easement Acquisition as per Specifications	
2	Hampton Arroyo Survey & Easement Acquisition as per Specifications	
3	Williams Arroyo Survey & Easement Acquisition as per Specifications	
4	Estes Arroyo Survey & Easement Acquisition as per Specifications	

Refer all questions regarding this Request for Quotation to Kathy Lamb at (505) 334-7653 or email [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

1. RFQ should be based on FOB Destination with freight allowed and must indicate normal lead time and/or best delivery date on the items listed.
2. This RFQ must be received by the City Purchasing Department by the date and time indicated.
3. If bidder does not wish to quote, please return this RFQ indicating "no bid".
4. All supplies and components quoted shall be new unless indicated otherwise. Any quotes submitted for used or reconditioned supplies or components will be considered non-responsive.
5. The RFQ Number shall appear on all quotations and related correspondence.
6. Bidder has received certification from the State Purchasing Agent for Resident/Contractors Certification. Bidder has been issued the above Certification # and is therefore eligible for the 5% preference credit. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.
7. RESIDENT VETERANS PREFERENCE: In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a new resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

This preference is separate from the in-state preference and is not cumulative with that preference.

8. RFQ's may be returned via email, fax or USPS. (Reference Item #2)
9. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

SUBMITTED BY (PRINTED NAME):

SIGNATURE:  
(To be a valid offer, bidder must sign here)

COMPANY NAME: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of the RFQ 14-0413 Arroyo Easement Services, the undersigned agrees that he/she has received a complete copy of the RFQ documents from the City's website or other location.

The acknowledgment of receipt should be signed and returned as directed on this form as soon as possible. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to this RFQ, if issued. Returning this form is not mandatory to submit a RFQ.

FIRM:

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

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to document #14-0413.

Firm **does / does not (circle one)** intend to respond to Arroyo Easement Services, #14-0413.

If firm **does not** intend to reply, please give a brief reason for not responding: \_\_\_\_\_

Return to:

Kathy Lamb  
Finance Director  
City of Aztec  
Phone: 505-334-7653  
Fax: 505-334-7649  
Email: [klamb@aztecm.gov](mailto:klamb@aztecm.gov)

## **SPECIFICATIONS**

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

The City of Aztec will consider QUOTES from qualified vendors to provide easement acquisition services to acquire drainage/floodplain easements along all natural arroyos within City limits for the purposes of maintaining the arroyos to ensure the effective flow of floodwaters during flood events. The purpose of such easements is to permit the City to enter the arroyos and complete mitigation and maintenance work in and along all arroyos in Aztec. Mitigation and maintenance work may include, but is not limited to, clearing natural and manmade debris from the arroyos as well as constructing mitigation controls to minimize flood damage risks to properties.

The successful firm will be required to offer the following services:

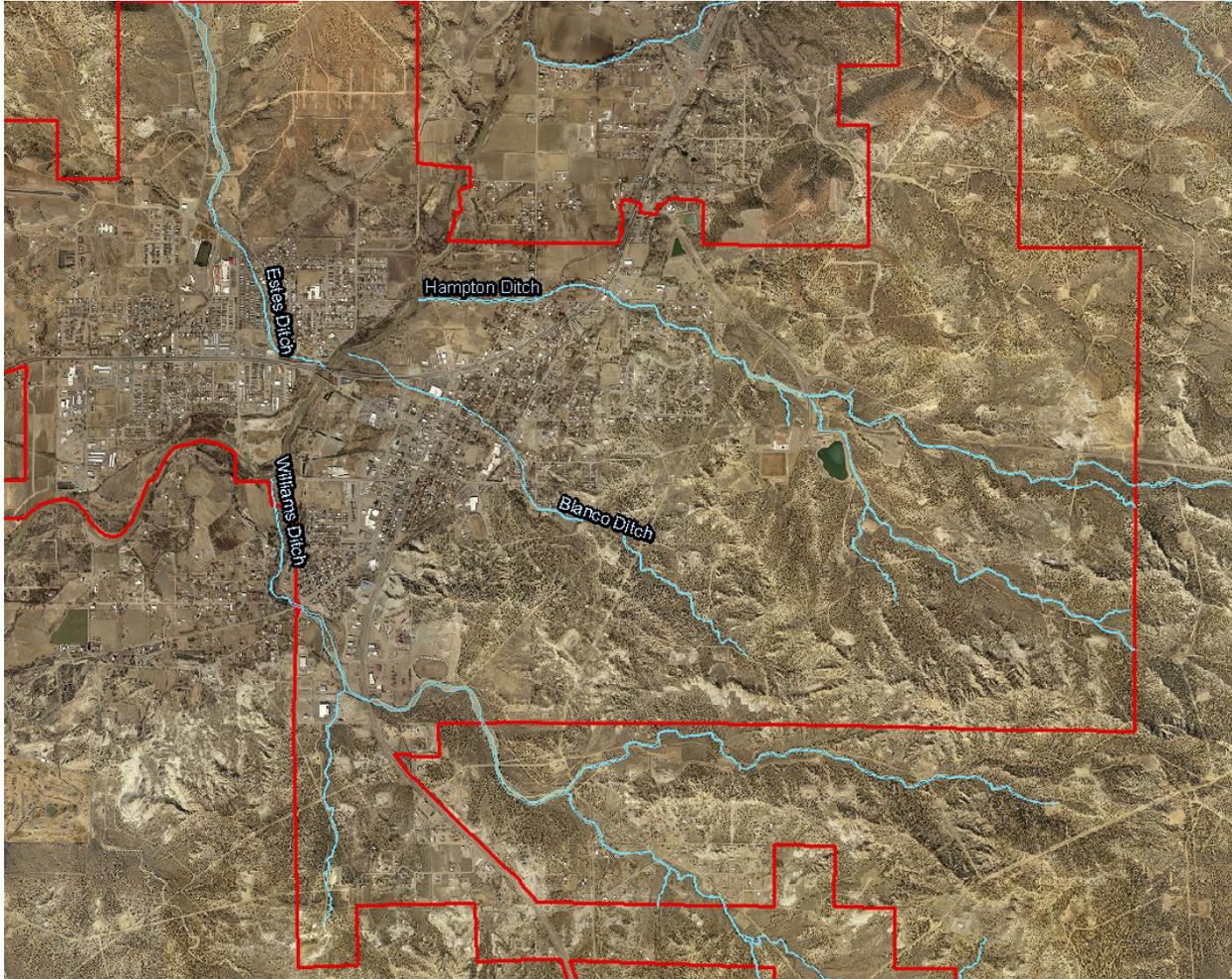
1. Complete survey, including legal descriptions and plat maps, for all parcels surveyed. Surveying services shall comply with the American Land Title Association/American Congress of Survey and Mapping (ALTA/ASCM) minimum standards for survey requirements.
2. Provide City with field data on reproducible media and on electronic files in a format compatible with the latest version of AutoCAD; provide two paper copies (per parcel) of all plats and legal descriptions for easements.
3. Surveying work shall include all necessary fieldwork and transportation, file research, office work, and coordination with the City in order to prepare easement documents sufficient to meet the needs of the City, per the intent of this project.
4. Coordinating with City, will negotiate drainage and floodplain easements with all landowners and, once acquired, record said easements.
5. Provide weekly status report of services to the City's Community Development Director via email.

### **B. SUMMARY SCOPE OF WORK**

The successful respondent will be responsible for developing and providing services to facilitate the acquisition of drainage and floodplain easements for the City of Aztec. Offeror shall provide land surveying services to the City of Aztec by surveying the following arroyos: Williams Arroyo, Blanco Arroyo, Hampton Arroyo, and Estes Arroyo from the municipal boundary of Aztec to the arroyos' confluence with the Animas River (see following aerial map). The surveys should identify the topographic boundaries of the arroyo banks (to include bank elevations) and should include as-built information for any structures obstructing and/or encroaching upon the arroyo; the easements should be drawn to include the entire width of the arroyo and should also include an additional ten (10) feet on each bank of the arroyo to provide adequate access to the arroyo. The surveys should be sufficient to negotiate drainage and floodplain maintenance easements with all landowners and, once acquired, to record said easements; survey plats and legal descriptions will

be required.

Coordination of easement acquisition with City will be required prior to landowner contact and negotiation.



### **C. STATEMENT OF QUALIFICATIONS**

The firm selected will be required to have substantial experience in providing easement acquisition services. The Offeror is directed to provide a short narrative describing capabilities including any and all documentation required to support claims.

### **D. CITY OF AZTEC TASKS**

Based on research conducted by the Offeror, the City will advise land owners in writing of the work to be completed by the successful respondent prior to authorizing field work.

## **E. DIRECTIONS FOR SUBMISSION**

The Offeror shall submit one original and three (3) copies of their proposal. The RFQ shall contain any information or supplements which will assist the City in selecting an Offeror. All expenses associated with this RFQ will be the responsibility of the Offeror.

## **F. OFFEROR RESPONSE**

Proposal format must follow the below outline. Proposals must include all elements to be considered complete. Quotations shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity and completeness are essential.

1. RFQ, Campaign Contribution Form
2. Brief business history
3. Five (5) references for services provided to comparable organizations within the last three years
4. Summary of experience with similar projects
5. Summary of workflow and estimated timeline for each arroyo
6. Cost proposal explanation for each arroyo – describe how you arrived at the pricing proposed
7. Sample contract to be negotiated between the City and the Offeror

## **G. AWARD CRITERIA**

The City will receive quotes from firms having specific experience, resources and qualifications for the proposed scope of work.

Quotes for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services.

A selection committee will review and evaluate all replies, may conduct oral presentations, request clarification or a combination thereof. Replies will be evaluated on the following:

30 Points      Offeror understanding of the project. Summary of experience, summary of workflow and estimated timeline.

30 Points      Offeror ability to successfully complete the project. Experience and qualifications of the Offeror's business and the professional staff assigned to the project.

The personnel named in the Quote submitted by your firm shall remain responsible throughout the period of this agreement. No diversion or replacement may be made without submission of the proposed replacement with final approval

40 Points      Cost

The Offeror with the lowest cost will receive a total of 50 points. Each succeeding

$$\frac{\text{Lowest Offer (\$ _____)}}{\text{Higher Offer (\$ _____)}} \times 40 = \frac{\text{_____}}{\text{Price Evaluation}} \text{ Points}$$

100 points      Quotes will be evaluated on the above 100 points of evaluation criteria for final negotiations with the top rated firm.

## **H. PAYMENT**

For payment due for basic services the awarded Offeror shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the awarded Offeror's services as rendered.

The awarded Offeror shall provide an invoice which provides detailed billing for services provided no later than (90) calendar days after the date services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

The invoice shall be addressed as follows:

City of Aztec Accounts Payable  
201 W Chaco St  
Aztec, NM 87410

Payments shall be paid to the awarded Offeror within 30 days contingent upon the following:

1. Application of payment discounts, if considered to be in the best interest of the City;
2. From date of receipt by the City of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the City;
3. On the condition that the Offeror has accomplished the Services to the satisfaction of the City. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Offeror.

## **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 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 MADE TO: Mayor Sally Burbridge, Mayor Pro-Tem Sherri Sipe, Commissioner Roberta Locke, Commission Katee McClure, Commissioner Sheri Rogers

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) \_\_\_\_\_

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

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

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**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)