SOCORRO COUNTY
REQUEST FOR PROPOSAL
NO. 2013-1353

General Engineering Services

PO Box I
Socorro NM 87801

May 30, 2013
# Table of Contents

I. INTRODUCTION ........................................................................................................... 1  

A. PURPOSE OF THIS REQUEST FOR PROPOSALS .................................................. 1  
B. SUMMARY SCOPE OF WORK ................................................................................. 1  
C. SCOPE OF PROCUREMENT ..................................................................................... 2  
D. PROCUREMENT MANAGER .................................................................................... 2  
E. DEFINITION OF TERMINOLOGY ............................................................................. 2  
F. PROCUREMENT LIBRARY .......................................................................................... 4  

II. CONDITIONS GOVERNING THE PROCUREMENT ...................................................... 5  

A. SEQUENCE OF EVENTS ............................................................................................. 5  
B. EXPLANATION OF EVENTS .................................................................................... 5  
   1. Issue RFP .............................................................................................................. 5  
   2. Return of “Acknowledgment of Receipt” Form for Distribution List .......................... 6  
   3. Pre-Proposal Conference ..................................................................................... 6  
   4. Deadline to submit additional written questions ................................................... 6  
   5. Response to written questions/RFP Amendments ................................................ 6  
   6. Submission of Proposal ....................................................................................... 7  
   7. Proposal Evaluation ............................................................................................. 7  
   8. Notification of Finalists ....................................................................................... 7  
   9. Best and Final Offers ............................................................................................ 7  
  10. Oral Presentations .................................................................................................. 8  
  11. Contract Negotiations ........................................................................................... 8  
  12. Contract Award .................................................................................................... 8  
  13. Protest Deadline .................................................................................................... 8  
C. GENERAL REQUIREMENTS ....................................................................................... 9  
   1. Acceptance of Conditions Governing the Procurement ......................................... 9  
   2. Incurring Cost ....................................................................................................... 9  
   3. Prime Contractor Responsibility .......................................................................... 9  
   4. Subcontractors ..................................................................................................... 9  
   5. Amended Proposals ............................................................................................. 9  
   6. Offerors’ Rights to Withdraw Proposal ................................................................ 9  
   7. Proposal Offer Firm .............................................................................................. 10  
   8. Disclosure of Proposal Contents ........................................................................... 10  
   9. No Obligation ....................................................................................................... 10  
  10. Termination ......................................................................................................... 10  
  11. Sufficient Appropriation ...................................................................................... 11  
  12. Legal Review ....................................................................................................... 11  
  13. Governing Law ..................................................................................................... 11  
  14. Basis for Proposal ............................................................................................... 11  
  15. Contract Terms and Conditions .......................................................................... 11  
  16. Offeror’s Terms and Conditions ......................................................................... 11  
  17. Contract Deviations ............................................................................................ 12  
  18. Offeror Qualifications .......................................................................................... 12  
  19. Right to Waive Minor Irregularities ..................................................................... 12  
  20. Change in Contractor Representatives ................................................................ 12  
  21. Notice .................................................................................................................. 12  
  22. County Rights ..................................................................................................... 12  
  23. Right to Publish ................................................................................................... 12  
  24. Ownership of Proposals ...................................................................................... 13  
  25. Ambiguity, Inconsistency or Errors in RFP ........................................................... 13  
  26. Competition ........................................................................................................ 13  
  27. Use by Other Government Entities ..................................................................... 13  
  28. Confidentiality .................................................................................................... 13
29. Electronic mail address required ..............................................................................13
30. Use of Electronic Versions of this RFP ....................................................................13

III. RESPONSE FORMAT AND ORGANIZATION ..........................................................14
A. NUMBER OF RESPONSES .........................................................................................14
B. NUMBER OF COPIES ................................................................................................14
C. PROPOSAL FORMAT ................................................................................................14
   1. Proposal Organization ............................................................................................14
   2. Letter of Transmittal Form .....................................................................................15
   3. Other Supporting Materials ....................................................................................15

IV. SPECIFICATIONS ....................................................................................................15
A. INFORMATION ............................................................................................................15
   1. Resident Business Preference ...............................................................................15
   2. Resident Veterans Preference Certificate ...............................................................15
   3. Response to Requirements .....................................................................................16
B. MANDATORY REQUIREMENTS ............................................................................16
   1. Letter of Transmittal Form (0 Points) ..................................................................16
   2. Professional Qualifications (200 Points) ...............................................................16
   3. Specialized Design and Technical Competence (150) ...........................................16
   4. Experience (325 Points) .......................................................................................16
   5. Current Volume of Work with Socorro County (25) .............................................17
   6. References (100 Points) .......................................................................................17

Needed services will be located throughout Socorro County, primarily in the rural and unincorporated areas of the County. Describe your plan for ensuring effective project management and communication with County Administration regarding the location of your office and availability of the project team. .............................................17

9. Capability and Agreement to Perform (0 Points) .....................................................17
10. Oral Presentation (0 Points) ...................................................................................17
11. Campaign Contribution Disclosure Form (0 Points) ............................................17
C. DESIRABLE REQUIREMENTS .............................................................................18

V. EVALUATION .............................................................................................................18
A. EVALUATION POINT SUMMARY .........................................................................18
B. EVALUATION FACTORS .......................................................................................18
C. MANDATORY REQUIREMENTS ...........................................................................18
   1. Letter of Transmittal Form (0 Points) ..................................................................18
   2. Professional Qualifications (350 Points) ...............................................................19
   4. Experience (325 Points) .......................................................................................19
   6. References (100 Points) .......................................................................................19
10. Capability and Agreement to Perform (0 Points) .....................................................20
11. Oral Presentation (0 Points) ...................................................................................20
12. Campaign Contribution Disclosure Form (0 Points) ............................................20
D. DESIRABLE REQUIREMENTS ............................................................................20
E. EVALUATION PROCESS .......................................................................................20

APPENDIX A .................................................................................................................22
ACKNOWLEDGEMENT OF RECEIPT FORM ...............................................................22

APPENDIX B .................................................................................................................23
CONTRACT #SCX-FYXX-XXX ......................................................................................23

APPENDIX C .................................................................................................................35
LETTER OF TRANSMITTAL FORM ...........................................................................35

APPENDIX D .................................................................................................................36
CAMPAIGN CONTRIBUTION DISCLOSURE FORM ...................................................36
This page intentionally left blank.
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Socorro, State of New Mexico, on behalf of the Socorro County Board of County Commissioners, seeks competitive sealed proposals from qualified and experienced engineering consulting firms with whom to establish a contract for Consulting Service and Basic Engineering Services. The consulting firm shall provide a range of planning, design, engineering and construction support tasks on an as-needed basis to assist Socorro County in the execution of projects.

B. SUMMARY SCOPE OF WORK

The successful offerer will be legally licensed and registered by the state of New Mexico and will provide a full range of planning, engineering and construction support services on an as-needed basis. The Consultant team shall be capable of providing some or all consulting support services for capital, maintenance and operational enhancement projects as listed below:

1. Preliminary design, final design, bidding and negotiating and construction phase services;
2. Construction, design, expansion, repair and modification of county road projects;
3. Assist with the procurement of engineering and design professionals in specialty fields (i.e. bridge engineers, traffic engineers, structural engineers, etc.)
4. Assist with the procurement, of construction contractors including but not limited to bidding and negotiations;
5. Assessment and improvements of existing roads and facilities;
6. Road System evaluations and studies;
7. Planning and environmental studies and reports;
8. Cost estimating;
9. Design reviews and value engineering;
10. Survey and Geotechnical investigation;
11. Surveying services;
12. Project Management; and

The Successful offerer shall be responsible for, but not limited to, the following tasks:

1. Provide detailed task order scope and cost proposals as required by Socorro County;
2. Provide clarifications to proposal as requested;
3. Comply with Federal, State and jurisdiction regulations and procedures including grant requirements for the assigned projects, including but not limited to implementation of Community Development Block program funds administered through the State of New Mexico; and
4. Comply with terms and scope of executed Task Orders;
C. SCOPE OF PROCUREMENT

The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award. Contract award is expected on or about Tuesday, June 25, 2013.

D. PROCUREMENT MANAGER

The County of Socorro has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Socorro.

Delilah Walsh
Socorro County Purchasing

<table>
<thead>
<tr>
<th>Delivery Address (Including proposal delivery):</th>
<th>Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>210 Park Street, Socorro NM 87801</td>
<td>P.O. Box 1, Socorro, NM 87031</td>
</tr>
</tbody>
</table>

Phone: (575) 835-0589  
Fax: (575)835-4629  
E-mail: dwalsh@co.socorro.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Delilah Walsh’s Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

"Close of Business” means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor” means a successful offeror who enters into a binding contract.
"County" means the County of Socorro, State of New Mexico.

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

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Socorro that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Socorro Purchasing Office or the Socorro County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Socorro.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or
service facilities, personnel, service reputation and experience are adequate to make satisfactory
delivery of the services or items of tangible personal property called for in this proposal.

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

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the
offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible
examples of acceptable responses include “The [NAME HERE Company] agrees to comply with
this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their
associated Internet links:

- New Mexico Procurement Code
  http://www.nmonesource.com/nmpublic/gateway.dll/?f=templates&fn=default.htm

- Socorro County Procurement Policy
  http://www.socorrocounty.net/departments/manager-commission/policies-of-socorro-county


II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>ACTION</th>
<th>RESPONSIBILITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Procurement Manager (PM)</td>
<td>05/30/2013 (Thursday)</td>
</tr>
<tr>
<td>2. Return of “Acknowledgment of Receipt” Form for Distribution List</td>
<td>Potential Offerors (PO)</td>
<td>06/04/2013 (Tuesday)</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>PM, PO</td>
<td>06/04/2013 (Tuesday)</td>
</tr>
<tr>
<td>4. Deadline to Submit Additional Questions</td>
<td>PO</td>
<td>06/05/2013 (Wednesday)</td>
</tr>
<tr>
<td>5. Response to Written Questions/RFP Amendments</td>
<td>PM</td>
<td>06/06/2013 (Thursday)</td>
</tr>
<tr>
<td>6. Submission of Proposal</td>
<td>Offerors</td>
<td>06/14/2013 (Friday) 11:00 AM MDT</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee (EC)</td>
<td>06/17/2013 (Monday) to 06/18/2013 (Tuesday)</td>
</tr>
<tr>
<td>8. Notification of Finalists (If desired)</td>
<td>EC</td>
<td>06/19/2013 (Wednesday)</td>
</tr>
<tr>
<td>9. Best &amp; Final Offer (If requested)</td>
<td>Offerors</td>
<td>06/21/2013 (Friday)</td>
</tr>
<tr>
<td>10. Oral Presentations (If requested)</td>
<td>Offerors</td>
<td>06/24/2013 (Monday)</td>
</tr>
<tr>
<td>11. Contract Negotiations (If needed)</td>
<td>Tentative winner/County</td>
<td>06/24/2013 (Monday) to 06/25/2013 (Tuesday)</td>
</tr>
<tr>
<td>12. Contract Award*</td>
<td>Purchasing Agent/BCC*</td>
<td>06/25/2013 (Tuesday)</td>
</tr>
<tr>
<td>13. Protest Deadline</td>
<td>Offerors</td>
<td>07/10/2013 (Wednesday)</td>
</tr>
</tbody>
</table>

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Socorro County Purchasing Agent on behalf of the County of Socorro.
2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgment of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 A.M. MST at the Socorro County Annex Building at 198 Neel Avenue, Socorro NM. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

4. Deadline to submit additional written questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Socorro County Purchasing Office web site (http://bids.socorrocoun ty.net/). Notification of such posting shall be provided to all potential offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.
6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AMMDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “General Engineering Services RFP”, should reference “RFP #2013-1353” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means WILL NOT BE ACCEPTED.

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.
10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror’s presentation. All presentations will be made at the Socorro County Annex Building at 198 Neel Avenue, Socorro NM 87801. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

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

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Socorro County Procurement Policy #2006-55, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Socorro County Purchasing
Attn. Delilah Walsh, County Purchasing Agent
210 Park Street
NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Socorro County Procurement Policy (#2006-55).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Socorro County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.
11. Sufficient Appropriation

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

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County’s terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County’s sole discretion. General references to the offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror’s Terms and Conditions
Offeror’s must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County’s sole discretion.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offeror’s and contractors must secure from the County written approval prior to the
release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

27. Use by Other Government Entities

By submitting a proposal, offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability by Socorro County.

28. Confidentiality

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

29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

30. Use of Electronic Versions of this RFP
This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror’s possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror’s may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three copies of the original.) The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures. (An exception to this requirement is made for the “Campaign Contribution Disclosure Form”. See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

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

a. Letter of Transmittal Form (See Appendix C)

b. Table of Contents

c. Campaign Contribution Disclosure Form* (See Appendix D) in a sealed and labeled envelope

d. Proposal Summary (optional)

e. Response to Specifications

f. Other Supporting Material**
*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

**See also Section III.C.3., immediately below.

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

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix C must be completed, signed and included with the offeror’s proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and will not be scored.

IV. SPECIFICATIONS

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 must be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate must be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section V.D.4 for more information.
3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror’s proposal.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix C, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Professional Qualifications (200 Points)

Offeror must:

   a. Identify and describe the consultant’s qualifications to provide these types of services solicited herein,

   b. identify the support staff who would be assigned to work with the consultant on this project,

   c. define the capacity in which each person supporting the consultant would be working, and describe the qualifications each holds to perform the work required,

   d. show how consultant has thorough knowledge and understanding of work performed in local government

   e. provide copies of any certifications and awards that would further demonstrate offeror’s ability to complete the required work.

3. Specialized Design and Technical Competence (150)

Offeror must describe the consultant’s experience in providing general engineering services, especially with other government entities. Offers should focus on previous efforts that demonstrate their design and technical competence capabilities.

4. Experience (325 Points)

Offeror must describe the consultant’s experience in providing these types of services solicited herein, especially with other government entities. Offers should focus on previous efforts that demonstrate their capability to provide the required services.
5. Current Volume of Work with Socorro County (25)

List the total number of all current open projects of the firm and list all those that are less than 75% complete.

6. References (100 Points)

Offeror must provide names and current contact information for at least three public entity references for which your firm has provided similar services. Offeror must also describe the type of service provided to each and when the service was performed.

7. Familiarity with Socorro County (100 Points)

Describe your proximity to and familiarity with the area in which this project is located. Also describe your experience working with a local governmental agency and the New Mexico procurement code.

8. Communication Challenges (50 points)

Needed services will be located throughout Socorro County, primarily in the rural and unincorporated areas of the County. Describe your plan for ensuring effective project management and communication with County Administration regarding the location of your office and availability of the project team.

9. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the contract at Appendix B. A statement of concurrence is required.

10. Oral Presentation (0 Points)

If required by the Evaluation Committee, offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required.

11. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix D, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Socorro are BOCC Chair Danny Monette; BOCC Vice-Chair Pauline Jaramillo; Commissioners Juan Gutierrez, Phillip Anaya and Martha Salas; Assessor Henry Jojola; Clerk Rebecca Vega; Probate Judge Carlos Carrillo; Sheriff Phillip Montoya and Treasurer Tina Lujan.)
C. DESIRABLE REQUIREMENTS

There are no desirable requirements associated with this procurement.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

<table>
<thead>
<tr>
<th>REF.</th>
<th>REQUIREMENT</th>
<th>POINTS AVAIL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV.C.1</td>
<td>Letter of Transmittal Form</td>
<td>0*</td>
</tr>
<tr>
<td>IV.C.2</td>
<td>Professional Qualifications</td>
<td>200</td>
</tr>
<tr>
<td>IV.C.3</td>
<td>Specialized design and technical competence</td>
<td>150</td>
</tr>
<tr>
<td>IV.C.4</td>
<td>Experience including past record of performance with government agencies</td>
<td>325</td>
</tr>
<tr>
<td>IV.C.5</td>
<td>Volume of Work previously done for Socorro County which is not seventy-five percent complete with respect to basic professional design services</td>
<td>25</td>
</tr>
<tr>
<td>IV.C.6</td>
<td>References</td>
<td>100</td>
</tr>
<tr>
<td>IV.C.7</td>
<td>Familiarity with Socorro County</td>
<td>100</td>
</tr>
<tr>
<td>IV.C.8</td>
<td>Amount of Work that will be produced by a New Mexico Business</td>
<td>50</td>
</tr>
<tr>
<td>IV.C.9</td>
<td>Communication Challenges</td>
<td>50</td>
</tr>
<tr>
<td>IV.C.10</td>
<td>Capability and Agreement to Perform</td>
<td>0*</td>
</tr>
<tr>
<td>IV.C.11</td>
<td>Oral Presentation</td>
<td>0*</td>
</tr>
<tr>
<td>IV.C.12</td>
<td>Campaign Contribution Disclosure Form</td>
<td>0*</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>1,000</td>
</tr>
</tbody>
</table>

*Pass/Fail only.

B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.C.1 through V.C.12, below, as indicated.

C. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

   Pass/Fail only.
2. Professional Qualifications (350 Points)

Points will be awarded base on the depth and breadth of qualifications cited for the consultant (primarily) as well as the support staff (if any) as well as the strength of the offeror’s qualifications as compared to submittals from other offerors under this RFP.

3. Specialized Design & Technical competence (150)

Points will be awarded based on specialized design and technical competence of the offeror, including a joint venture or association, regarding general engineering services. Offeror responses will also be compared to submittals from other offerors under this RFP.

4. Experience (325 Points)

Points will be awarded base on the depth and breadth of experience of the consultant (primarily) as well as the support staff (if any). The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror’s response. Offeror responses will also be compared to submittals from other offerors under this RFP.

5. Current Volume of Work for Socorro County (25 points)

Points will be awarded based the volume of work previously done for Socorro County which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected.

Points will be awarded based on a calculation using the following formula:

6. References (100 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference’s satisfaction in their dealings with the offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

7. Familiarity with Socorro County (100 points)

Points will be awarded based on the strength of the offeror’s response detailing the firm’s familiarity with Socorro County, experience working with a local governmental agency and experience working with the New Mexico procurement code.
8. Amount of Work Produced by a New Mexico Business (50 points)

Points will be awarded based on the amount of work that the offer can show will be produced in New Mexico by a New Mexico Business.

9. Communication Challenges (50 points)

Points will be awarded based on the strength and clarity of the offeror’s plan to ensure effective project management and communication with County Administration.

10. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

11. Oral Presentation (0 Points)

Pass/Fail only.

12. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

D. DESIRABLE REQUIREMENTS

There are no desirable requirements associated with this procurement.

E. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference
13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

GENERAL ENGINEERING SERVICES

Socorro County RFP #2013-1353

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than June 4, 2013.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____________________________________________________________________

REPRESENTED BY: _______________________ TITLE: _______________________

E-MAIL ADDRESS: _______________________________________________________

PHONE NO.:_______________________ FAX NO.:___________________________

ADDRESS: _____________________________________________________________

CITY: _________________________ STATE: ______ ZIP CODE: ________________

SIGNATURE: _______________________________ DATE: ___________________

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

Please return to:

Delilah Walsh
Socorro County Purchasing
210 Park Street/PO Box I
Socorro NM 87801
Phone: (575) 835-0589
Fax: (575) 835-4629
E-mail: dwalsh@co.socorro.nm.us
APPENDIX B

SOCORRO COUNTY

CONTRACT #SCX-FYXX-XXX

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Socorro County, State of New Mexico, hereinafter referred to as the "County" and NAME OF ENGINEER, hereinafter referred to as the "Engineer", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Socorro County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

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

2. Compensation.
   A. The County shall pay to the Engineer in full payment for services satisfactorily performed [at the rate of] ____________________ dollars ($_____________) [per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.)], such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Engineer. The total amount payable to the Engineer under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. Engineer is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

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

3. Term.
   This Agreement shall terminate on DATE _____________ unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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

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

5. **Appropriations.**
   The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Engineer. The County's decision as to whether sufficient appropriations are available shall be accepted by the Engineer and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Engineer shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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

7. **Assignment.**
   The Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

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

9. **Release.**
   Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Socorro from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
10. **Confidentiality.**
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer without the prior written approval of the County.

11. **Product of Service -- Copyright.**
All materials developed or acquired by the under this Agreement shall become the property of the County of Socorro and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Engineer under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Engineer.

12. **Conflict of Interest; Governmental Conduct Act.**
A. The Engineer represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

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

    4) in accordance with Section 10-16-13 NMSA 1978, the Engineer has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Engineer has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

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

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

13. Amendment.

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


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

15. Penalties for violation of law.

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


The Engineer agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Engineer assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Engineer is found not to be in compliance with these requirements during the life of this Agreement, Engineer agrees to take appropriate steps to correct these deficiencies.
17. **Applicable Law.**
In any action, suit or legal dispute arising from this Agreement, the Engineer agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Socorro County. By execution of this Agreement, Engineer acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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

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

20. **Disclaimer and Hold Harmless.**
Socorro County shall not be liable to the Engineer, or the Engineer’s successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Engineer's person or property, occurring in connection with Engineer's performance of Engineer's duties according to this Agreement. Engineer shall hold the Socorro County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Socorro County in connection with the performance by Engineer of Engineer's duties according to this Agreement.

21. **Indemnification.**
The Engineer shall defend, indemnify and hold harmless the County of Socorro from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Engineer, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Engineer resulting in injury or damage to persons or property during the time when the Engineer or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Engineer or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Engineer, the Engineer shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Socorro and the New Mexico Association of Counties by certified mail.
22. **Invalid Term or Condition.**
   If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

24. **Authority.**
   If Engineer is other than a natural person, the individual(s) signing this Agreement on behalf of Engineer represents and warrants that he or she has the power and authority to bind Engineer, and that no further action, resolution, or approval from Engineer is necessary to enter into a binding contract.

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

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

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

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

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

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

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

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

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

34. Incorporation and Order of Precedence.
Request for Proposals No. 2013-1353 and the Engineer's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:
1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Engineers Best and Final Offer(s), in reverse chronological order; then
5. the Engineer’s proposal; then
6. the Engineer's standard agreement terms and conditions (which may or may not have been submitted as part of the Engineer's proposal).

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

   A. The Engineer shall defend, at its own expense, the County of Socorro against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Socorro based upon the Engineer's trade secret infringement relating to any product or service provided under this agreement, the Engineer agrees to reimburse the County of Socorro for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Socorro shall:

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

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

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

36. **Notices.**

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

   To the County: Delilah Walsh, County Manager
To the Engineer: (COMPANY)  
Attn. (CONTACT)  
(Address)  
(City, State Zip)  

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

ENGINEER

By: ___________________________ Date: ___________________________

Engineer

Printed Name: ___________________________

Address: ________________________________________________________________

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of ____________, 2013.

_________________________  ___________________________
DANIEL P. MONETTE, CHAIR  PAULINE JARAMILLO, VICE-CHAIR
DISTRICT IV  DISTRICT I

_________________________  ___________________________
JUAN JOSE GUTIERREZ, COMMISSIONER  PHILLIP ANAYA, COMMISSIONER
District V  District III

_________________________
MARTHA SALAS, COMMISSIONER
DISTRICT II

ATTEST BY:

_________________________
REBECCA (BECKY) VEGA, COUNTY CLERK
Attachment 1

Scope of Work

The Engineer will provide a full range of planning, engineering and construction support services on an as-needed basis. The Consultant team shall be capable of providing some or all consulting support services for capital, maintenance and operational enhancement projects as listed below:

1. Preliminary design, final design, bidding and negotiating and construction phase services;
2. Construction, design, expansion, repair and modification of county road projects;
3. Assist with the procurement of engineering and design professionals in specialty fields (i.e. bridge engineers, traffic engineers, structural engineers, etc.)
4. Assist with the procurement of construction contractors including but not limited to bidding and negotiations;
5. Assessment and improvements of existing roads and facilities;
6. Road System evaluations and studies;
7. Planning and environmental studies and reports;
8. Cost estimating;
9. Design reviews and value engineering;
10. Survey and Geotechnical investigation;
11. Surveying services;
12. Project Management; and

The Engineer shall be responsible for, but not limited to, the following tasks:

1. Provide detailed task order scope and cost proposals as required by Socorro County;
2. Provide clarifications to proposal as requested;
3. Comply with Federal, State and jurisdiction regulations and procedures including grant requirements for the assigned projects, including but not limited to implementation of Community Development Block program funds administered through the State of New Mexico; and
4. Comply with terms and scope of executed Task Orders;

BASIC SERVICES

GENERAL: The Engineer's basic services shall consist of the following as needed on each project: A) Study and Report Phase; B) Preliminary Design Phase; C) Final Design Phase; D) Bidding or Negotiation Phase; E) Construction Phase; and F) Operational Phase. The services to be provided during each phase are listed below and shall include all consulting services required by the Engineer to provide the service as listed on Exhibit C.

The Engineer shall request from the User Representative the following:

A. Information sufficient for the Engineer to develop program criteria including the User’s goals, objectives, and needs, and the organizational chart of individuals and equipment that shall occupy the Project.
B. To the extent practicable and reasonable, the Engineer shall incorporate the User Representative's requests into the documents for construction; however, the Engineer is responsible solely to the Owner for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the Maximum Allowable Construction Costs of each project.

STANDARD OF CARE: The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Engineer's services.
APPENDIX C

LETTER OF TRANSMITTAL FORM
Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

____________________________________________________________________________
____________________________________________________________________________

2. For the person authorized by the organization to contractually obligate the organization:

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

3. For the person authorized to negotiate the contract on behalf of the organization:

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
</tbody>
</table>

4. For the person to be contacted for clarifications:

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
</tbody>
</table>

1. Declarations:

- I certify that I am authorized to contractually bind my company.
- I concur that the submission of our proposal constitutes acceptance of the form of contract provided for in this RFP though specific contract details may be subject to negotiation.”
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

__________________________________________ _______________________, 2013

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

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 and fifty dollars ($250) 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

Name(s) of Applicable Public Official(s) if any: __________________________
(Completed by State Agency or Local Public Body)

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) WERE MADE to an applicable public official by me, a family member or representative.

________________________________________
Signature
________________________________________
Date

________________________________________
Title (Position)