

City of Gallup, New Mexico
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

Architectural, Engineering and Planning Services for Gallup Municipal Airport

Qualifications Based Proposal

RFP NO. 2017/2018/04/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

**DATE: WEDNESDAY, FEBRUARY 28, 2018
TIME: 2:00 PM (LOCAL)**

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

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ADVERTISEMENT FOR PROPOSALS

Request for Proposals (RFP) No. 2017/2018/04/P

The City of Gallup is soliciting statements of qualifications and experience to be used a selecting a principal firm to provide Architectural, Engineering and Planning services for the following anticipated FAA and/or NMSHTD-Aviation Division funded projects at the Gallup Municipal Airport, as well as other Airport projects that may be approved over the four-year period of this contract. Submittals are due in the City of Gallup Purchasing Department; P.O. Box 1270 (87305); 110 West Aztec (87301); Gallup, New Mexico no later than **February 28, 2018** at 2:00 p.m. local time.

Copies of the proposal may be obtained by contacting Frances Rodriguez; Purchasing Director; City of Gallup Purchasing Department at (505) 863-1334. Copies are also available for viewing and download on the City of Gallup website at www.gallupnm.gov/bids

Possible Future Projects:

- Airport Master Plan update including updating the Airport Layout Plan.
- Wildlife Mitigation Plan, categorical exclusions, and other environmental assessments.
- Land Acquisition as needed.
- Airport Storm Drainage Improvements.
- Runway 6-24 Taxiway A, and apron reconstruction and rehabilitation.
- Pavement Preservation including crack sealing and seal coating.
- New Airport Terminal.
- Terminal Parking Lot reconstruction.
- Upgrading airport electrical services.
- Upgrading runway and PAPI lighting systems.
- Upgrade wildlife, security, and perimeter fencing.
- Other projects that may be approved over the term of this contract.

Services to be provided and selection processes are outlined in FAA Advisory Circular 150/5100 – 14E (Chapter 1) include, but are not limited to, A/E services for all phases and necessary incidental services for projects which may be funded by FAA grants within a five (4) year period of consultant's contract as more particularly laid out in the proposal documents. A schedule of fees will be negotiated with the successful offeror.

The contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantage Business Enterprise Participation) and to foreign trade restrictions.

Dated the 30th day of January, 2018

By: /S/ Jackie McKinney, Mayor

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2017/2018/04/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of twenty-six (26) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on February 12, 2018. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM DOES DOES NOT (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1334
(505) 722-5133 Fax

Please return this form by February 12, 2018

GENERAL CONDITIONS

The City of Gallup is inviting proposals to provide: Architectural, Engineering and Planning Services for Gallup Municipal Airport, Qualifications Based Proposal.

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec Avenue; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **February 28, 2018** at 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return six copies of each proposal- one (1) original and five (5) copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are 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-1 to §57-3A-7 NMSA, 1978. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors' proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available

by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is” required or “are” required.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in Professional Services Agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

BUSINESS LICENSE: Offeror's are advised that they should have or obtain a current City of Gallup business license for the goods or services required under this contract before work commences or a Purchase Order issued.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the offeror.

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request

for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

SUPPLEMENTAL TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

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

EXISTING AGREEMENT: Under the terms and conditions of this RFP, all public bodies allowed by law may procure the supplies or services under this Proposal as described herein. The terms and conditions of this RFP shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the City of Gallup accepts no responsibility for other entities.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

CONTACT: If clarification is needed on any aspect of this proposal, submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334; (505) 722-5133 (fax) frdriguez@gallupnm.gov who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain:
 - a. The RFP number
 - b. Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions submitted after **February 14, 2018** may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

ACCESS TO FACILITIES: Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department

or the Central Purchasing Division have a financial interest in the bidder or offeror.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than February 12, 2018. Only potential offerors who return this form will receive copies of amendments and correspondence.

APPLICABLE LAW: This proposal and Agreement shall be governed by applicable Federal Statutes, the Ordinances of the City of Gallup and the laws of the State of New Mexico.

PROPOSAL DOCUMENTS: Proposal documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. If not a vendor of record or if solicitation was downloaded through City of Gallup website, it shall be vendor's responsibility to check website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case

CITY OF GALLUP, NEW MEXICO
RFP No. 2017/2018/04/p

PROJECT INFORMATION:

1. Introduction.

City of Gallup, NM, as sponsor of a public use airport facility, is soliciting qualification-based sealed statements for selecting a principal airport architect/engineer to provide Professional Services and related incidental, planning, architectural and engineering services for the Gallup Municipal Airport. Submittals will be accepted until **February 28, 2018** at 2:00 p.m. local time in the City Purchasing Director-Frances Rodriguez; P.O. Box 1270; 110 West Aztec Avenue (87301); Gallup, NM 87305

The contract for said services shall be for up to four (4) year period. All projects undertaken will depend upon available funding from various sources, which may include the FAA, the State of New Mexico Aviation Division and the City of Gallup, among others. No project listed is guaranteed to take place under the time-frame of this contract. Our selection process is intended to be in compliance with the FAA Advisory Circular entitled "Architectural Engineering and Planning Consultant Services for Airport Grant Projects (AC-150/5100-14E)

2. Scope of Work.

This contract is for basic architectural and engineering (A/E) services and related incidental, planning, and special services as defined below. The City reserves the right to inquire into the proposer's ability to provide such services and to amend the Schedule of Projects and contract scope of work at the City's sole discretion.

- a. Architect/Engineer Services include the A/E and project management services normally required for airport development projects; including architectural, civil, structural, mechanical, electrical, and construction engineering. The following are the proposed, but not limited to, projects for the next five years:
 - Airport Master Plan update including updating the Airport Layout Plan.
 - Wildlife Mitigation Plan, categorical exclusions, and other environmental assessments.
 - Land Acquisition as needed.
 - Airport Storm Drainage Improvements.
 - Runway 6-24 Taxiway A, and apron reconstruction and rehabilitation.
 - Pavement Preservation including crack sealing and seal coating.
 - New Airport Terminal.
 - Terminal Parking Lot reconstruction.
 - Upgrading airport electrical services.
 - Upgrading runway and PAPI lighting systems.
 - Upgrade wildlife, security, and perimeter fencing.
 - Other projects that may be approved over the term of this contract.

- (Attached as enclosed (1) **for information only** is the City’s current 5-year Capital Improvement Plan for the Gallup Municipal Airport. This capital improvement plan is updated annually and subject to change.)

b. **Basic A/E services are conducted in four distinct and sequential phases:**

- **Preliminary (Feasibility) Phase:** This phase involves those planning activities required for determining and justifying project needs; defining the scope of a project; and establishing preliminary project requirements.
- **A/E Design Phase:** This phase involves all activities required to undertake and accomplish a full and complete project design with construction plans and specifications.
- **Construction Bidding or Negotiation Phase:** This phase involves providing all bid documents; acting for the City in advertising and securing contractor bids; negotiating as necessary on behalf of the City for construction services; analyzing contractor bid results; furnishing recommendations on the award of contracts; and preparing contract documents.
- **Construction Phase:** This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:
 - Contract administration including any required funding grant documentation.
 - Reviewing and approving material submittals.
 - On-site construction quality assurance and construction management.
 - Reviewing, analyzing, and approving laboratory and mill test reports.
 - Preparing and negotiating contract change orders.
 - Determining and recommending payment amounts to contractors.
 - Preparation of as-built construction plans.

c. **Planning Services.** This category involves studies under the broad heading of master planning, and it is typically part of the Preliminary Phase. It includes, without limitation, such services as airport site selection; airport data collection; aeronautical activity forecasts; facility requirements determination; airport layout and terminal area plans; environmental assessment studies/reports; airport noise compatibility plans; compatible land-use planning in the vicinity of airports; airport financing planning; participation in public information programs; etc.

d. **Special Services.** These services are performed by A/E (or through sub-consultants) from time to time at the request of the City or as part of the Preliminary and/or A/E Design Phase. It includes, without limitation, such services as project feasibility studies; soils investigations; boundary surveys, topographic surveys, and photogrammetry; environmental, archaeological, and cultural site assessments and studies; expert witness testimony; compatible land use assessments of private development encroachment including annexation, subdivision, and building permit reviews; etc.

e. **Funding Grants.** These services relate to the writing, preparation, application, submission, administration, and reimbursement of Federal, State, and/or other 3rd party sources of project funding including preparation and submission of Disadvantaged Business Enterprise Plans, Affirmative Action Programs, Storm Water Pollution Prevention Plans, and compliance with any other grant conditions. These services are typically part of all four (4) basic A/E service phases above.

3. Contract Limitations.

- a. All parties competing for the work are advised that the work may be accomplished over the course of several grant projects.
- b. All parties are advised that some of the services listed may not be required and that the sponsor reserves the right to initiate additional procurement actions for any of the services included in the initial procurement.
- c. The services are limited to those projects which are expected to be initiated within 5 years of the date the contract is signed by the City.
- d. Cost and fee proposals **shall not** be included in the offeror's proposal, but shall be made available by the top evaluated firm(s) within **48 business hours** after the City's request. The final negotiated contract for Professional A/E Services will be considered a Firm Fixed Hourly Rate and Fee Schedule for the first 2 years of the agreement, and subject to negotiation and the concurrence of the City which shall then remain fixed for the remaining two years of the agreement. Any fee adjustment shall not exceed the seasonally unadjusted index percentage change in the Producers Price Index as published by the Bureau of Labor Statistics, for Series ID PCU5413, Architectural, Engineering and Related Services. The base month and year for adjustment purposes shall be measured from January of 2018 to January of 2020.

The Firm Fixed Hourly Rate and Fee Schedule shall include the following information:

- Breakdown of direct labor and labor overhead costs including number of man-hours and applicable or average hourly rates, overhead rate, and supporting schedule.
 - Travel and per diem rates will include destination, duration and purpose. Automobile mileage will not exceed the amounts authorized by the New Mexico Per Diem mileage act. Air transportation shall be coach fare.
 - Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
 - Breakdown of fee or profit.
- e. Upon successful negotiation of a contract, a formal contract will be entered into with the selected proposer.

4. Selection Process.

The selection of an A/E shall be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required.

This contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and to foreign trade restrictions. DBE firms are encouraged to submit.

5. Evaluation Criteria and Weighting.

Selection criteria contained in the FAA Advisory Circular 150/5100-14E will be applied in the following manner:

	Criteria	Points Possible
1.	Familiarity with and understanding of NM Aviation and FAA procedures and required documentation; provide organizational chart that shows the proposed relationships between the key team members and support staff who are expected to participate on the project.	15
2.	Specialized design and technical competence of the firm; Recent experience with similar airport projects including past performance for costs, scheduling, and quality; Provide comparisons of bid award amount to final cost estimate for previous airport/airfield projects designed within the past ten (10) years. Include client contact information and phone, fax and email address and the number of years services provided.	15
3.	Capability and capacity to perform airport projects including planning, design, construction management, and construction inspection; Describe how you will control expenditures within your organization for work hours, direct costs, and other costs associated with direct service fees; Describe how you control costs to construct the project as design progresses compared to the budget for the project; Indicate corrective actions you have taken when it appears the budget will be exceeded or project scope can be achieved at a lower cost than what was negotiated.	15
4.	Understanding of a rural airport's issues and Sponsor's concerns; Provide a summary of projects ongoing or completed that address rural airport experience and/or airports similar in size to the City's facility.	5
5	Familiarity with or proximity to the geographic location of the airport; Provide a summary addressing projects completed by your firm which address proximity to or familiarity with the area in which the project is located.	5
6.	Qualifications of key personnel assigned to the projects including professional background, education, experience, and availability; Provide resumes of key personnel including membership in professional organizations and any unique knowledge possessed by team members relevant to the project;	15
7.	Qualifications of sub consultants and subcontractors.	15
8.	Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53). Evidence that Offeror has established and implemented an affirmative action program. Participation and certification as a Disadvantaged Business Enterprise with the State of New Mexico or another agency subject to approval by the City. If Offeror is using an outside DBE firm, offeror to include a copy of outside firm's DBE Certification.	10

9.	Completeness, originality and creativity of Offeror's proposed approach to the services requested.	5
10	The proposal will be evaluated based on the above criteria. If oral presentations are held, the oral presentations will be based upon re-evaluation of the above criteria.	100 Points Total

Requirements for packages: Five (5) sets of Statement of Qualifications shall be submitted.

6. Other Proposal Information.

- a. All submittals must be clearly marked and sent to the address below. Any questions or comments concerning any phase of this solicitation or the procurement process should be directed to:

Purchasing Director; Frances Rodriguez
P.O. Box 1270; Gallup, New Mexico 87305
PH: 505-863-1334; Fax: 505-722-5133
Email: frdriguez@gallupnm.gov

- b. All submittals must be received at the address and by the date and time specified herein.
- c. Submittals must contain the name, address, and daytime telephone number for contact persons to whom additional selection process requests should be communicated.

7. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of thirty (30) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. If there is any question as to format requirements contact the Purchasing Office for clarification, prior to submittal of the proposal.

Material excluded from the thirty (30) page maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Table of Contents page (two-page maximum)
- Back cover (photos with captions on inside of back cover allowed)
- Letter of Transmittal (page 17)
- Campaign Contribution Form (pages 18-19)
- Resumes
- Certificate(s) of Insurance as per Paragraph XV of the Professional Services Agreement (required prior to commencing services)
- Acknowledge Receipt of Amendment forms
- Current I.R.S. W-9 Form
- Contractual Considerations: Legal, technical or commercial exceptions relating to provisions of this RFP and contract

Proposal Organization - All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. Proposals shall be

organized and tabbed in the same order as the evaluation criteria.

Letter of Transmittal – Each proposal must be accompanied by a submittal letter. One-page maximum. The submittal letter shall identify the Offerors as follows:

- Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- Identify the names, titles, and telephone numbers, fax and e-mail address of persons to be contacted for clarification questions regarding this RFP;
- Explicitly indicate substantial acceptance of the Professional Services Agreement Between Owner and Architectural/Engineer and compliance with all Federal and State of NM statutes, codes, regulations, facilities, City standards and requirements or laws that shall apply to this project;
- Be signed by a person authorized to contractually obligate the Offeror.

8. Oral Presentation Agenda

If oral presentations are determined to be necessary, a 45-minute time allotment will be available for each presenting firm – thirty minutes for the presentation and fifteen minutes for a question and answer period. Offerors should be prepared to speak to the following issues during the course of their presentation:

- Grasp of Project Requirements - Evaluation shall be based on firm's analysis, preparation and level of interest.
- Design Approach/Methodology - Discussion of the methodology the firm proposes to use in providing the required services.
- Key Personnel and Roles - Evaluation shall be based on personal qualifications and professional skills of key individuals.
- Pertinent Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm.
- In-House Resources - Evaluation shall be based on firm's abilities and importance of in-house support services.
- Discussion of how the firm will handle the planning, design and construction phase of the project. Discuss design approach, construction cost controls and involvement in the design and implementation phases of the work.

9. Proposed Schedule

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Activity	Date
Issue RFP	February 5, 2018
Acknowledgement of Receipt Due	February 12, 2018
Deadline to Submit Questions	February 14, 2018
Proposal Due Date	February 28, 2018
Presentations (if required)	March 15, 2018
Recommendation for Award	March 27, 2018

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The offeror further warrants that it presently has no interest and 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. The offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

CITY OF GALLUP
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 City of Gallup or the State of New Mexico during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

--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)

RETURN THIS FORM WITH YOUR PROPOSAL

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Gallup (the Owner) and _____(the A/E). The date of this Agreement shall be the date when it is executed by the Owner.

I. SCOPE OF SERVICES

- a. The A/E firm shall provide services to the Owner for City Projects as submitted per the scope of work, Request For Proposals (RFP) No. 2017/2018/04/P Professional Architectural, Planning and Engineering Services for the Gallup Municipal Airport.

II. STANDARD OF PERFORMANCE; LICENSES

- a. The A/E firm represents that firm possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement, and is qualified and properly licensed in the State of New Mexico to render the services contemplated.
- b. The A/E firm shall have and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

III. COMPENSATION

- a. The Owner shall pay to the A/E firm in full payment for services rendered, a sum not to exceed, plus applicable New Mexico Gross Receipts Taxes. Payment shall be made for services actually rendered in accordance with EXHIBIT A, Cost Proposal.
- b. The A/E firm shall be responsible for payment of gross receipt taxes levied by the State of New Mexico on the sums payable under this Agreement.
- c. Payment shall be made upon receipt and approval by the Owner of detailed statements containing a report of services completed, for each phase of the Project. Compensation shall be paid only for services actually performed. Payment shall be made in accordance with the Schedule of Payments and A/E firm Cost Summary, submitted as project is assigned. The Owner shall pay the A/E firm amounts up to and not exceed 90% of the total amount properly allocable for each phase until that phase has been completed and deliverable products have been received and accepted by Owner.

IV. TIMELINESS

- a. If the times for completion of any phase shown on the Project Schedule, submitted as project is assigned, are exceeded for reasons beyond the control of the A/E firm, then the parties may agree to amend this Agreement to extend the time within which A/E firm shall complete the project or phase thereof.
- b. If the A/E firm's services for the project are delayed or suspended in whole or part by the Owner for more than one year for reasons beyond the A/E firm's control, the A/E firm's fee for remaining work

shall be subject to equitable adjustment.

- c. Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carries, or other causes beyond that party's control. Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.
- d. The Owner shall issue to the A/E firm a written authorization to proceed for each phase of the Project.

V. APPROPRIATIONS

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the A/E firm. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the A/E firm and shall be final.

VI. TERM AND EFFECTIVE DATE

- a. This Agreement shall be effective for one year when signed by both parties and automatically renew for three each additional one year periods, and terminate on _____, unless terminated sooner pursuant to Article VII below.

VII. TERMINATION

- a. Termination for Cause. In the event of default by the CONTRACTOR, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.
- b. Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

VIII. STATUS OF A/E FIRM: RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- a. The A/E firm and its agents and employees are independent contractors performing professional services for Owner and are not employees of the Owner. The A/E firm, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

- b. A/E firm shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by A/E firm in the performance of the services under this Agreement.

IX. XI. OWNERSHIP OF DOCUMENTS

- a. Ownership of Document: All documents including, but not limited to tracings, drawings, estimates, field notes, investigations, design analysis, structural calculations and studies which are prepared in the performance of this Agreement are to be and remain the property of the Owner and are to be delivered to the Owner before the final payment is made to the A/E firm. The A/E firm is liable for their replacement if destroyed or lost prior to transferring possession to the Owner. Any use of these products by anyone other than the Owner for projects other than that which is subject to this Agreement shall be at the Owner's sole risk.
- b. Reuse of Documents; All documents including drawings and specifications prepared or furnished by the A/E firm (and the A/E firm's independent professional associates and A/E firms) pursuant to this Agreement are instruments of service in respect of the Project. Such documents are not intended or represented to be suitable for reuse by the Owner on any other project.

X. CONFIDENTIALITY

- a. Any confidential information provided to or developed by the A/E firm in the performance of this Agreement pursuant to the New Mexico Inspection of Public Records Act shall be kept confidential and shall not be made available to any individual or organization by the A/E firm without the prior written approval of the Owner.

XI. CONFLICTS OF INTEREST

- a. The A/E firm warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. A/E firm further agrees that in the performance of this Agreement no persons having any such interests shall be assigned to the project.

XII. ASSIGNMENT; SUBCONTRACTING

- a. The A/E firm shall not assign or transfer any right, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Owner. The A/E firm shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner.

XIII. RELEASE

- a. The A/E firm, upon acceptance of final payment of the amount due under this Agreement, releases the Owner, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The A/E firm agrees not to purport to bind the Owner of any obligation not assumed herein by the Owner unless the A/E firm has express written authority to do so, and then only within the strict limits of that authority.

XIV. CERTIFIED COST RECORDS

- a. The A/E shall furnish certified cost records for all billings (pertaining to other than lump sum fees) to substantiate all charges. The OWNER, the Federal Aviation Administration, the New Mexico Department of Transportation--Aviation Division, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the A/E which are directly pertinent to work performed under this Agreement for the purpose of making audit, examination, excerpts and transcriptions, for a period of three years after the contract is complete.

XV. INSURANCE

- a. The A/E firm, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Owner, with limits of coverage in the aggregate maximum amount which the Owner could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that Owner is named as an additional insured and that the Owner is notified no less than thirty (30) days in advance of cancellation for any reason. The A/E firm shall furnish the Owner with a copy of a Certificate of Insurance or other evidence of A/E firm's compliance with the provisions of this action as a condition prior to performing services under this Agreement.
- b. The A/E firm shall also obtain and maintain Workers' Compensation Insurance required by law to provide A/E firm's employees throughout the term of this Agreement. A/E firm shall provide the Owner with evidence of its compliance with such requirement.
- c. Professional Responsibility and Liability: The A/E firm shall sign and affix its seal to all reports, designs, plans, specifications, estimates and all other A/E firm and land surveying data prepared by the A/E firm. The A/E firm shall be fully responsible for accuracy of all work prepared by the A/E firm. In the event that errors or omissions are discovered in the A/E firm's work, the A/E firm's responsibility shall include, but not be limited to the following:
 - a. Upon Notification by Owner of an error or omission, immediately provide at no further cost to the Owner, all A/E firm services (and surveying services, if applicable) required to correct the error and/or omission.
 - b. Assume the cost of any removal and/or reconstruction required as a result of an error and/or omission discovered in the A/E firm's work.
 - c. The A/E firm agrees to procure and maintain errors and omissions insurance in the minimum amount of one million dollars (\$1,000,000.00) for the duration of this Agreement, plus five (5) years after completion of the project or construction. This is not a reimbursable expense.
- d. Certificates of Insurance required under this section of the Agreement are attached hereto as EXHIBIT B, Insurance Certificates (upon issuance).

XVI. INDEMNIFICATION

- a. The A/E firm shall be responsible for and shall hold the City free and harmless from, and indemnifies the City against any and all claims, demands, causes of action, loss cost, damages, and expenses, including any reasonable attorney's fees, arising out of or in connection with injuries or

death to any and all persons, and damages to any property, to the extent sustained in connection with, or arising out of A/E firm's negligence.

XVII. THIRD PARTY BENEFICIARIES

- a. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the A/E firm. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

XVIII. APPLICABLE LAW; CHOICE OF LAW; VENUE

- a. A/E firm shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Gallup and State of New Mexico. In any action, suit arising from this Agreement, the A/E firm agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico.

XIX. AMENDMENT

- a. This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

XX. SCOPE OF AGREEMENT

- a. This Agreement incorporates all the agreements, covenants, and written understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understanding have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XXI. NON-DISCRIMINATION

- a. During the term of this Agreement, A/E firm shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by A/E firm hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

XXII. SEVERABILITY

- a. In case of any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXIII. EXHIBITS

- a. The following Exhibits are attached to and made a part of this Agreement.

- a. EXHIBIT A: Cost Proposal.

b. EXHIBIT B: Insurance Certificates (to be attached upon receipt)

XXIV. NOTICES

- a. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

OWNER:

City of Gallup
Frances Rodriguez, Purchasing Director
P.O. Box 1270
Gallup, New Mexico 87305-1270
(505) 863-1334

A/E FIRM:

<Insert firm name, address, contacts>

CITY PROJECT MANAGER:

Stan Henderson, Public Works Director
P.O. Box 1270
Gallup, NM 87305-1270
(505) 726-6115

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below:

A/E FIRM:

BY: _____

Date: _____

NM Taxation & Revenue CRS #

IRS EIN Number

CITY OF GALLUP, NEW MEXICO

BY: _____
Frances Rodriguez, Purchasing Director

Date: _____

Attest:

Alfred Abeita, City Clerk

Date: _____