REQUEST FOR PROPOSALS

FOR

GIS Strategic Plan Implementation – Stage 2A

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO

RFP NUMBER – 14-PW-005

RFP SUBMITTAL DUE DATE:

10:00 AM Tuesday, October 08, 2013

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1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Appendix A.

1.2. Overview. The City of Rio Rancho is entering Phase 2 of a 3 phase (5 year) GIS implementation plan. During Phase 1, the City integrated ArcGIS Server, migrated a large portion of GIS data to SDE geodatabases, and provided all City departments' access to GIS data using an internet browser based program called Vantage Points. Many of the departments in the City use SunGard AS400 HTE software (i.e. parcel management, building permits, police and fire incidents). During Phase 1, much of this data was geoenabled and can now be viewed by city staff using Vantage Points. Partial data cleanup of addresses was also a part of Phase 1. Phase 2 of the GIS implementation will include making City GIS data available to the public via online interactive maps, providing GIS data to city staff in the field via mobile mapping applications and a continuation of data cleanup and organization.

The City's Records & GIS section is part of the Engineering Division of the Public Works Department. The Section is responsible for implementing the GIS Strategic plan and maintaining most of the City's GIS data (including roads, parcels, and subdivisions). The Records & GIS Section work closely with the Information Technology (IT) Department with hardware, software and network related issues. The City currently uses Novell software for network management; however, this may change within the next year if the IT Department switches to a Windows network management system. During Phase 2, the consultant shall meet with the IT Department at the beginning of the project to discuss the network configuration and any other factors that could affect the project deliverables. The City of Rio Rancho has recently acquired an (ELA) Enterprise License Agreement with ESRI, which has opened the door to tools such as ArcGIS Online, which the City has never used.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Shonna Ybarra, Purchasing Specialist
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 891-5044
sybarra@ci.rio-rancho.nm.us

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Sunday, September 15, 2013	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Saturday, September 28, 2013	5:00 PM
Response to Written Questions	City of Rio Rancho	Tuesday, October 01, 2013	5:00 PM
Submission of Proposals	Offerors	Tuesday, October 08, 2013	10:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference will not be held for this project.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should hand deliver or return by facsimile, registered mail or email the Acknowledgement Form (see Appendix E) to have their firm placed on the procurement distribution list. This form should be delivered by the date specified in the Schedule of Events. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.4). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: http://www.ci.rio-rancho.nm.us/index.aspx?NID=169 It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

City of Rio Rancho
Clerk's Office
Attention: Shonna Ybarra, Purchasing Specialist
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

RFP Title:
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The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delays or Closing of City Offices: In the event that City offices are officially on a delayed opening for any reason (i.e. inclement weather) and City offices are not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City offices are on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time.

Also, if City offices are officially closed for any reason (i.e. inclement weather) through the entire or remainder of a business day, prior to deadline for submission of bids or proposals, bids and proposals will be due at the same time on the following business day.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8. Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9. Award without Discussions. An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.

2.2.10. Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail.

2.2.11. Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions may not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

2.2.12. Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13. Finalize Contract. The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Criminal Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

2.3.1.a Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2.3.1.b Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

2.3.1.c Offerors shall prepare and develop proposals at the sole cost and expense

of the Offeror.

2.3.1.d Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.

2.3.1.e The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.

2.3.1.f Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.

2.3.1.g Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.

2.3.1.h It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the <u>only</u> official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP <u>before</u> submitting their proposal.**

2.3.1.i A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

2.3.2.a. **Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.

2.3.2.b. **City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will

enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.3.2.c. Clarification. The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

2.3.2.d. Acceptance of Evaluation Methodology. By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.

2.3.2.e. No Reimbursement for Cost. Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.

2.3.2.f. Ethical Conduct. The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.

2.3.2.g. Negotiation of Contract. Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix D. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.

2.3.2.h. Right to Terminate Negotiations. If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.

2.3.2.i. Modification. Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
  (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  (b) Possesses a current city business registration;
  (c) Maintains its principal place of business within the corporate limits of the city; and
  (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
  (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  (b) Possesses a current city business registration;
  (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable,

from that place of business; and
(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
  (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
  (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification

Form, attached hereto as Appendix E, in accordance with the instructions and return the form with its Technical Proposal.

- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time , shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the join bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of 10 pages. The proposal font shall not be smaller than 12 point. The Required Information Form, Table of Contents, sealed reference responses, the cost proposal, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into three clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

3.2.2.c Section 3: Cost Proposal

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

3.2.5 The City realizes that there may be more than one solution that can be offered by

an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form.
Offerors must submit a completed Required Information Form (attached as Appendix B) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest**.** A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2)Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Cost Proposal. Offerors must submit a detailed cost proposal with the submitted proposal.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Project Understanding / Work Plan
Provide information about the Offeror's understanding of the project in general. Include a well-defined work plan and detailed approach to this projects scope which is detail in Appendix A. Offeror(s) may submit a red-lined copy of this scope to identify possible revisions to scope. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to this project. Points will also be affected by the firm's ability to propose an approach that demonstrates a clear understanding of the scope of this project as defined in this RFP.

4.3.2 Quality of Proposal

The consultant shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

4.3.3 Experience

Provide relevant and concise information regarding the experience of proposed project team – include concrete information demonstrating performance of the team members. Identify the experience/performance of key staff that will be assigned to this project. Points will be awarded based on the review committee's perception of quality and relevance of indicated experience, project team, key staff, and demonstrated performance. Points will be deducted from the Offeror's score if the committee feels the information provide is irrelevant to scope described in this RFP.

4.3.4 References

Provide only three non-City of Rio Rancho references of similar projects from other public agencies recently completed through implementation. References shall be completed by a representative familiar with the project who is currently employed by the project owner. Offeror must provide a brief narrative describing relevant project information for each of the three references provided. No other references outside of those included in the narrative will be calculated in the final average reference score.

In addition, the attached reference response form (Appendix F) must be filled out in its entirety and the responses to the questions must be filled out by an employee or consultant of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference's signature over the sealed portion of envelope in order to ensure authenticity. The sealed responses must be included with the Offeror's sealed proposal submission by the proposal submission deadline. Sealed reference responses will not be included as part of the overall page count. However, reference narrative descriptions are considered scored content and will be included in the page count.

For each identified project, references will be asked to score the Offerors Quality of Communication, Competency of Staff, Overall Satisfaction of End Product and Overall Satisfaction.

The totals of all three responses will be averaged to result in a final reference score. Failure to submit any of the three required sealed references shall result in zero points for that reference in the average reference score. References must provide a score for all of the four reference category scoring items. The City will calculate zero points for any reference category left blank.

If an Offeror submits more than three references, the City will exclude the highest reference score when calculating the final average reference score.

4.3.5 Cost Proposal.

4.3.5.a Offerors must submit a Cost Proposal along with each copy of their proposal submission.

4.3.5.b Cost Proposal Submissions must be submitted in two (2) parts:

4.3.5.b.1 **Part (1) – Objective Cost Analysis.** The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of work (whether billed directly or withheld from revenues collected). The proposal shall include all tasks, sub-tasks, time and materials with a total "not to exceed" amount. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal.

The evaluation of each Offeror's Cost Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 10 \text{ pts} = \text{Awarded Points}$$

4.3.5.b.2 **Part (2) – Cost Reasonableness.** In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal.

Offeror should clearly identify any discounts applied to the cost proposal for work to be performed by Offeror and subcontractors.

Points will be awarded based on the Offeror's ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal.

5. Scoring Overview

RFP Section	Factor	Points
	Mandatory Requirements – Pass/Fail	
4.2.1	Required Information Form	**Pass/Fail**
4.2.2	Cost Proposal	**Pass/Fail**
	Evaluation Criteria	
4.3.1	Project Understanding/Work Plan	**50**
4.3.2	Quality of Proposal	**25**
4.3.3	Experience	**25**
4.3.4	References	**20**
4.3.5	**Cost Proposal Evaluation**	
4.3.5.b.1	Objective Cost Analysis	**10**
4.3.5.b.2	Cost Reasonableness	**20**
	Total Points	**150**

Appendix A
Scope of Work / Specifications for
GIS Strategic Plan Implementation – Stage 2A
RFP # 14-PW-005

GENERAL INFORMATION

Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the contract as they are identified or Offeror(s) may submit a red-lined copy of this scope to identify revisions to scope. Any changes made to the proposed project team must be submitted to the City in writing and must be approved by written notice from the City.

Overview

The City of Rio Rancho is entering Phase 2 of a 3 phase (5 year) GIS implementation plan. During Phase 1, the City integrated ArcGIS Server, migrated a large portion of GIS data to SDE geodatabases, and provided all City departments' access to GIS data using an internet browser based program called Vantage Points. Many of the departments in the City use Sungard AS400 HTE software (i.e. parcel management, building permits, police and fire incidents). During Phase 1, much of this data was geoenabled and can now be viewed by city staff using Vantage Points. Partial data cleanup of addresses was also a part of Phase 1. Phase 2 of the GIS implementation will include making City GIS data available to the public via online interactive maps, providing GIS data to city staff in the field via mobile mapping applications and a continuation of data cleanup and organization.

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Task 1 (Strategic Plan Update)

Section 1 – Consultant's Project Responsibilities

The City's GIS Strategic and Implementation Plan serves as a road map for where the City would like to go with GIS and how it can get there. Due to rapid changes in technology and variations in how the plan has been followed, the City has the plan updated annually. The consultant shall, under the direction of the GIS Manager, review and update the City's GIS Strategic and Implementation Plan. This update shall include a summary of steps the City has already taken with GIS implementation, steps currently being taken, and the remaining steps needed. The City's current GIS Strategic and Implementation Plan was written prior to

the City acquiring an Enterprise License Agreement and many of the tools available with online apps and maps are new developments. The plan update should include content on how these tools can be used in the City's GIS Implementation in the following years.

The Strategic and Implementation Plan also contains a Financial Plan, outlining estimated costs for implementation items. The consultant shall review the current Financial Plan and modify it as needed to be in line with the City's current GIS implementation status and follow the anticipated courses for future fiscal years. The City cannot assume any increases in GIS budget, so the consultant shall formulate the best options for GIS Implementation with current budget for future years. The GIS Strategic & Implementation Plan update shall be submitted to the City as a written document. The GIS Manager will review the plan and either accept the plan or request refinement.

Task 2 (Geolocating 911 Calls for Dispatch Center and Police/Fire Crews)

Section 1 – Consultant's Project Responsibilities

The consultant shall, under the direction of the GIS Manager, geoenable active 911 calls in the Sungard AS400 database, and create an interactive mapping application that plots active calls for dispatchers. The consultant shall meet with Dispatch Center management to ascertain what additional GIS data is needed in the map application (i.e. roads, aerial imagery, address points, and parcel boundaries). This mapping application shall be created using ESRI tools and software already available to the City with the Enterprise License Agreement (ELA).

The consultant shall also create two mobile mapping applications that use live geoenabled call data from Sungard AS400 for Fire and Police to be used when en route to emergency calls. The consultant shall meet with Police and Fire staff to determine which datasets are desired in each application (i.e. hydrants for Fire, code enforcement cases for Police). These applications shall be created using ESRI tools and software already available to the City with the ELA. The applications developed must be compatible with commonly used desktop and mobile devices. For desktop and laptop computers, this includes compatibility with multiple Operating Systems (Windows and OSX) and compatibility with common internet browsers (including Internet Explorer, Firefox, Safari and Chrome). For tablets, this includes compatibility with common operating systems (including iOS and Android). The applications shall be compatible with iPhone and Android smart phones.

The consultant shall conduct quality assurance tests to ensure full functionality of all applications (dispatcher and mobile). The consultant shall also allow the City 15 days to alpha test the applications, and provide the consultant feedback with any needed modifications. Once the applications have passed the City's alpha testing, the consultant shall allow users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will provide the consultant with any needed modifications to the applications. Upon final completion of the applications, the consultant shall provide a document to the City containing an overview of how the data is extracted and geoenabled, and how the applications are configured. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 3 (Geolocating Police/Fire Incident Data)

Section 1 – Consultant's Project Responsibilities

The consultant shall, under the direction of the GIS Manager, geoenable crime, accident and emergency call data from the Sungard AS400 database. This process will need to be automatically updated daily. The consultant shall create a GIS application for analyzing crime, accident, and other emergency calls. This application shall include tools such as heat mapping for crimes and have the capability to run reports and export tables. The consultant will need to meet with Police and Fire Departments and the Engineering Division's Traffic Operations Section (Public Works Dept) to determine what tools and available GIS datasets will be most useful in this application.

The consultant shall conduct quality assurance tests to ensure full functionality of the application. The consultant shall also allow the City 15 days to alpha test the application, and provide the consultant feedback with any needed modifications. Once the application has passed the City's alpha testing, the consultant shall allow to users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will provide the consultant with any needed modifications to the application. Upon final completion of the application, the consultant shall provide a document to the City containing an overview of how the data is extracted and geoenabled, and how the application is configured. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 4 (GIS Data Modifications/Hyperlinks)

Section 1 – Consultant's Project Responsibilities

Most of the City's GIS data is in SDE geodatabase format and the remainder is in file geodatabase format. Appendix A contains a full list of the City's GIS data. The City is currently working on migrating the remainder of the data to SDE format and plans on deleting the geodatabases once the migration is complete to eliminate redundancy. The City has a need to modify many of the featureclass names and attribute field names to have standardized nomenclature for users. The City also needs to evaluate/modify/delete extra and/or empty attribute fields. The consultant shall, under the direction of the GIS Manager, review 200 featureclasses which will be determined by the GIS Manager, meet with GIS staffs who are stewards of data and City staff who are very familiar with or frequently use the data, and provide the City a tabular report with recommendations of changes to each featureclass. The City will review the recommendations and provide the consultant with feedback. The consultant shall implement the City approved changes by modifying featureclasses and attribute field names and deleting fields where appropriate.

The City's engineering documents have been scanned as pdfs and assigned a file number. These documents are As-Built Drawings, Traffic Impact Studies, Drainage Reports, Geotechnical Reports, Misc Reports, Project Files, and Archived Plans. The project areas have also been drawn in GIS. Currently, to locate a document, a user must look up the area in question using ArcMap or Vantage Points, find the file number in the attribute field, and then look up that pdf by file number in the file folder on the server. The consultant shall, under

the direction of the GIS Manager, propose a written action plan to the City of how he/she plans on creating the hyperlinks. With the City's approval, the consultant shall hyperlink all Drawings, Studies, Reports, Project Files, and Plans in GIS. As of August 12, 2013, there were 1787 documents that need to be hyperlinked in GIS.

The consultant shall conduct quality assurance tests to ensure that the hyperlinks work and are accurate. The consultant shall also allow the City 15 days to alpha test the hyperlinks. Once the application has passed the City's alpha testing, the consultant shall allow to users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will advise the consultant of any errors or problems with the hyperlinks. Upon final completion of the hyperlinking, the consultant shall provide a document to the City containing an overview of how the hyperlinks were created.

Task 5 (Interactive Maps for Public)

Section 1 – Consultant's Project Responsibilities

This phase of the City's GIS Implementation includes providing GIS data to the public via online maps. The Enterprise License Agreement (ELA) the City has with ESRI makes resources available (ArcGIS Online, ArcGIS for Local Government, etc) that the City would like to take advantage of in this endeavor. The consultant shall, under the direction of the GIS Manager, create four interactive maps and embed them on the City's website using a layout approved by the City. These maps shall include the following:

1. **Street/Property map** with basic information such as address, legal description, subdivision, council district, neighborhood association, and zoning. Users should be able to query a location by address or legal description
2. **Zoning map** with all data related to land use regulations (current land use, current zoning, masterplans, specific area plans, comprehensive plan land use designation, special assessment districts, FEMA flood plains, etc)
3. **Parks & City Facilities Map** with the ability to search for nearest parks/city facilities from a certain location and provide the distances to those parks/city facilities
4. **Water Leak Map** showing the locations of open water leak tickets. Water leaks data is located in Maintenance Connection, which was geoenabled in Phase 1

The consultant shall conduct quality assurance tests to ensure full functionality of the maps. The consultant shall also allow the City 15 days to alpha test the maps, and provide the consultant feedback with any needed modifications. Once the maps have passed the City's alpha testing, the consultant shall allow to users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will provide the consultant with any needed modifications to the maps. Upon final completion of the maps, the consultant shall provide a document to the City containing an overview of how the maps were configured. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 6 (Interactive Maps for Staff)

Section 1 – Consultant's Project Responsibilities

In phase 1, the City hired a consultant to geoenable several non GIS databases and plot that data in a proprietary software called Vantage Points, which is available to all city staff. The consultant created nine map portals for different city departments and included relevant GIS data in each portal. With the City now having an Enterprise License Agreement with ESRI, it behooves the City to take advantage of the available software and tools it is paying for. The consultant shall review the departmental portals, which are:

1. Development Services
2. Public Works – Engineering
3. Public Works – Utilities
4. City Clerk
5. Finance
6. City Manager
7. Parks and Recreation
8. Police
9. Fire

The consultant shall, under the direction of the GIS Manager, create portals similar to the portals in Vantage Points for the nine Departments listed above using ArcGIS Online. The portals shall have basic query tools to search data, the ability to create buffers for notifications, the ability to print to a standardized map template, ability to print mailing labels, and the ability to export tables into Excel. Each portal shall contain the same GIS data as in Vantage Points including data from the following non-GIS databases that were geoenabled during Phase 1:

1. Maintenance Connection
2. Granite XP
3. MicroPaver
4. Sungard AS400 THE

The consultant shall configure and setup the map portals and provide the City with documentation on how staff can access the portals. The consultant shall conduct quality assurance tests to ensure full functionality of the portals. The consultant shall also allow the City 15 days to alpha test the portals, and provide the consultant feedback with any needed modifications. Once the portals have passed the City's alpha testing, the consultant shall allow to users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will advise the consultant of any needed modifications to the portals. Upon final completion of the portals, the consultant shall provide a document to the City containing an overview of how the portals were configured. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 7 (Mobile Mapping Applications for Staff)

Section 1 – Consultant's Project Responsibilities

Part of this phase of GIS Implementation is to provide GIS data to City staff while working in the field. The Enterprise License Agreement (ELA) with ESRI makes resources available (such as ArcGIS Online and ArcGIS Web Maps) that the City would like to take advantage of in this endeavor. The consultant shall, under the direction of the GIS Manager, create a mobile application for each of the following user groups:

1. Streets and Right of Way
2. Engineering
3. Utilities
4. Utilities Services
5. Building Inspection
6. Line Locating

The purpose of these applications is to give city staff the ability to access city GIS data while in the field. At this stage of implementation, these applications are for viewing GIS data and don't need to have data input capabilities. The consultant shall meet with City staff to determine the appropriate data and best configuration for each application. The consultant shall configure and set up the map portals and provide the City with documentation on how staff can access the portals. The applications must be compatible with commonly used desktop/mobile devices. For desktop/laptops, this includes compatibility with multiple Operating Systems (Windows and OSX) and compatibility with common internet browsers (including Internet Explorer, Firefox, Safari and Chrome). For tablets, this includes compatibility with common operating systems (including iOS and Android). The applications shall be compatible with iPhone and Android smart phones.

The consultant shall conduct quality assurance tests to ensure full functionality of the applications. The consultant shall also allow the City 15 days to alpha test the applications, and provide the consultant feedback with any needed modifications. Once the applications have passed the City's alpha testing, the consultant shall allow users a 30 day beta testing period. Once the beta testing is completed the GIS Manager will advise the consultant with any needed modifications to the applications. Upon final completion of the applications, the consultant shall provide a document to the City containing an overview of how the applications were created and configured. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 8 (Map-Based 311 Recommendations)

Section 1 – Consultant's Project Responsibilities

The City has a need for a map-based 311 application that is compatible with mobile devices. This application would allow residents to report the issues to the City (such as a pothole, graffiti, code enforcement issue, etc) by dropping a pin on a map and give them the option of attaching a photo. The application would also allow residents to see other submissions on the map and view their status and have the option to receive email when the status changes or the item is completed. It is anticipated that implementation of the 311 application will take place next year. The City would like to take advantage of mobile applications available through ESRI with the Enterprise License Agreement (ELA). The consultant shall, under direction of the GIS Manager, conduct an assessment of the City's specific needs in a map based 311 application by meeting with staff from Public Works, City Management (including

the City Public Information Officer), Parks and Recreation, Financial Services, Development Services, Information Technology, Library, and Police Departments. The consultant shall provide the City with specific recommendations for creating and configuring such an application. The recommendations shall be submitted to the City in a written report. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Task 9 (Water & Sewer Modeling)

Section 1 – Consultant's Project Responsibilities

The consultant shall, under the direction of the GIS Manager, set up the process to automate the export of GIS data for use in the external water and sewer flow modeling and then provide easy-to-use import tools to display the results in GIS. Water modeling is done using InfoWater products, while sewer modeling uses InfoSWMM and SewerGEMS products. The consultant shall meet with relevant staff to optimize their needs with this process. The consultant shall conduct quality assurance tests to ensure full functionality of the application. Once the process is in place, the consultant shall provide the City a written report summarizing how the process works for the City's future reference. The GIS Manager will review the document and either accept the report or request refinement for clarification purposes.

Appendix B

REQUIRED INFORMATION FORM

RFP # 14-PW-005

GIS Strategic Plan Implementation – Stage 2A

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

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(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP # 14-PW-005, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

_____
Name (print):

_____
Title:

_____
Date:

Appendix C
Contract No. XX-XX-XXX
GIS Strategic Plan Implementation – Stage 2A

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for GIS Strategic Plan Implementation – Stage 2A, RFP No. 14-PW-005, on_____; and

WHEREAS, the Contractor submitted a proposal in response to RFP No. 14-PW-005 on _____ _____; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP No. 14-PW-005, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Contractor to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor,

and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit xxxx. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the

Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Contractor without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents 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 its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Public Works Department - GIS Section. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:	For notice to the Contractor:
City of Rio Rancho	_____
Attn: John Martineau, Section Manager	_____
3200 Civic Center Circle NE	_____
Rio Rancho, New Mexico 87144	_____
Fax: (505) 891-5762	Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO	[Contractor]
_____	_____
Keith J. Riesberg, City Manager	
Date: _____	Date: _____

APPROVED AS TO FORM:

_____

James C. Babin, City Attorney

Appendix D

LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current city business registration;
(c) Maintains its principal place of business within the corporate limits of the city; and
(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current city business registration;
(c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS
☐ Annual revenue $1,000,000.00 or less
☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN BUSINESS
☐ Annual revenue $1,000,000.00 or less

☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN CONTRACTOR
☐ Annual revenue $1,000,000.00 or less
☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
☐ Annual revenue more than $5,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one)**:

LOCAL BUSINESS AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____%

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date:_____

Resident Veterans Preference Certification

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January I and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

CITY OF RIO RANCHO
DEPARTMENT OF FISCAL SERVICES

RFP NO.: 14-PW-005
GIS Strategic Plan Implementation – Stage 2A

Appendix E
ACKNOWLEDGMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax**: _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing Specialist
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Phone: (505) 891-5044
Fax: (505) 891-5762
sybarra@ci.rio-rancho.nm.us

CITY OF RIO RANCHO
DEPARTMENT OF FISCAL SERVICES

RFP NO.: 14-PW-005
GIS Strategic Plan Implementation – Stage 2A

Appendix F
REFERENCE FORM

The responses to the questions below must be filled out by an employee of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference's signature over the sealed portion of envelope in order to ensure authenticity. The sealed responses must be included with the Offeror's sealed proposal submission by the proposal submission deadline. *Thank you for your time.*

RFP Offeror/Firm Name: _____

Project Name Completed by Offeror: _____

Name of Reference Contact: _____

Reference Project Owner: _____

Title: _____

Phone: _____ **Fax**: _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Reference Response:
Please rank your experience with the Offeror as follows; 5 being the most satisfied and 1 being the least satisfied. Should have any questions regarding this form please contact Shonna Ybarra, CORR Purchasing Division, (505)891-5044.

	Most Satisfied		to		Least Satisfied
1. Quality of Communication:	5	4	3	2	1
2. Competency of Staff:	5	4	3	2	1
3. Satisfaction of End Product:	5	4	3	2	1
4. Overall Satisfaction:	5	4	3	2	1

_____ _____
Signature of Reference Completing Form Date Signed