

**REQUEST FOR PROPOSALS (RFP)**

**SANDOVAL COUNTY**

**Real Property Services**



**RFP# FY23-SCPW-01R**

Release Date: August 14, 2022

Due Date: September 13, 2022 at 3:00 p.m. MDT

NIGP CODES: 94615, 94646, 95883

# **I. INTRODUCTION**

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

Sandoval County Board of County Commissioners is requesting sealed proposals on behalf of the Sandoval County Public Works Department for Real Property Services (NIGP Commodity Codes 94615, 94646, and 95883). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, Sandoval County Administrative Bldg, 1500 Idalia Road, Bldg. D 2<sup>nd</sup> Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Daylight Time) on September 13, 2022. Late submissions will not be considered. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

## **B. SANDOVAL COUNTY BACKGROUND**

Sandoval County is a Class A county located in central New Mexico. It covers over 3,700 square miles of both urban and rural areas with a population of approximately 148,800 people according to the 2020 census. With many miles of undeveloped land within the County, this brings lots of opportunity for more development. Sandoval County has a commission/manager form of government. The Board of County Commissioners consist of five members elected by voters within their respective districts. The County Manager is appointed by the Commission to carry out policy and serve as chief administrative officer.

## **C. SCOPE OF PROCUREMENT**

Sandoval County, State of New Mexico is seeking proposals for Real Property Services countywide, on an as-needed basis, as assigned by Sandoval County.

## **D. TERM OF CONTRACT**

This Request for Proposal is to contract on a yearly basis with the option to renew the contract annually for a maximum of four (4) years upon satisfactory completion of the Scope of Services.

The resulting contract will be a single award. The contract is non-exclusive should a need or conflict arise as determined by Sandoval County.

## **E. PROCUREMENT MANAGER**

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Leslie Olivas, Senior Procurement Specialist  
Address: Sandoval County  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40

Bernalillo, NM 87004

Telephone: (505) 404-5873  
Fax: (505) 867-7605  
Email: [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov)

2. All deliveries of responses via express carrier must be addressed as follows. All potential offerors are responsible for ensuring their complete proposal is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

Name: Leslie Olivas, Senior Procurement Specialist  
RFP Name: Real Property Services  
RFP# FY23-SCPW-01R  
Address: Sandoval County  
1500 Idalia Road Bldg. D  
PO Box 40  
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may ONLY contact the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	AUGUST 14, 2022
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	AUGUST 19, 2022
4. Deadline to submit	Potential Offerors	AUGUST 25, 2022

Questions		
5. Response to Written Questions	Procurement Manager	SEPTEMBER 1, 2022
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>SEPTEMBER 13, 2022 at 3:00 PM MDT.</b>
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

### **1. Issuance of RFP**

This RFP is being issued on behalf of the Sandoval County Public Works Department.

### **2. Acknowledgement of Receipt**

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager.

The procurement distribution list will be used for the distribution of written responses to questions.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E. Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document which form the basis of the question.

### **4. Response to Written Questions**

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

## **5. Submission of Proposals**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME (MDT) ON **September 1, 2022**. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Real Property Services and RFP# FY23-SCPW-01R**. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

## **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule, Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **8. Contract Awards**

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

## **9. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Leslie Olivas, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004

**Protests received after the deadline will not be accepted.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal (Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

#### **4. Amended Proposals**

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

#### **5. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **6. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **7. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. Confidential financial information concerning the Offeror's organization.
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

#### **8. No Obligation**

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **9. Termination**

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

## **10. Sufficient Appropriation**

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

## **11. Legal Review**

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **12. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **13. Basis for Proposal**

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

## **14. Offeror Qualifications**

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

## **15. Right to Waive Minor Irregularities**

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



## **16. Change in Contractor Representatives**

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, adequately meeting the needs of the County.

## **17. Notice of Penalties**

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

## **18. Right to Publish**

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

## **19. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the Sandoval County.

## **20. Confidentiality**

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

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

## **21. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

## **22. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **23. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (Appendix B) as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

## **24. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix C) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:

- a. indicate acceptance of the Conditions Governing the Procurement indicate acceptance of this RFP; and
  - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in #2 above.

## **25. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or sub-contract.
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure.
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## **26. Use by Other Government Agencies**

By submitting a bid or proposal, the Bidder or offeror indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contact for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

## **27. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. **E-mail address will be provided on Appendix A which will be submitted in a timely manner.**

## 28. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended). Offerors **MUST** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- A. **New Mexico Resident Business Preference**  
A copy of the certification must accompany Offeror's proposal.
- B. **New Mexico Native American Resident Business Preference**  
A copy of the certification must accompany Offeror's proposal.
- C. **New Mexico Resident Veterans Business Preference**  
A copy of the certification must accompany Offeror's proposal.
- D. **New Mexico Native American Resident Veterans Business Preference**  
A copy of the certification must accompany Offeror's proposal

**An agency shall not award a business for more than one preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

## III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

### 1. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

### 2. NUMBER OF COPIES

#### A. Hard Copy Responses

Offeror's proposal must be clearly **labeled and numbered and indexed**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver:

- **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).

- **Please include an electronic copy (flash drive) of the Technical and Cost Proposal.**

The original hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern.

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

### **3. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

#### **1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. The proposal **must be organized and indexed** in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be **minimal**.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror’s Additional Terms and Conditions
- F. Response to Specifications
  1. Organizational Experience
  2. Organizational References
  3. Mandatory Specification
  4. Conflict of Interest Affidavit (Appendix E)
  5. Signed Campaign Contribution Form (Appendix B)
  6. New Mexico Preferences (if applicable)
  7. Financial Stability
  8. Proof of Insurance and/or Surety Bonds
  9. Other Supporting Material (if applicable)

#### **2. COST PROPOSAL – Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE**

- A. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of

coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.

- B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task with in each task. The Offeror shall quote hourly rates for additional consulting beyond the scope of the described tasks.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

### **A. DETAILED SCOPE OF WORK**

The following specifications are to be used as guidelines in submitting proposals and shall be made a part of the contract between Sandoval County and the successful Offeror. The successful Offeror will be required to perform the following real estate services as included, but not limited to:

- Title Reports and Updating of Title Reports
- Appraisal Services
- Right of Way Staking for appraisal
- Appraisal Review Services
- Acquisition Services
- Relocations Services
- Project Administration

Qualified and experienced persons, corporations, firms, or partnerships are invited to submit proposals. Proposals will be carefully evaluated, and Sandoval County will award the task to the most qualified Offeror(s). All services must be performed in accordance with federal and state law as well as County procedures listed in this scope.

The Contractor shall not perform any right of way services for Sandoval County on any project where the Contractor represents a property owner in any capacity. The Contractor and their team

shall not subcontract any part of the work assignment outside of the team presented in their proposal without prior written authorization from the County of Sandoval.

THE USE OF SUBCONTRACTORS IS ALLOWED. However, before any subcontractor is used during the term of the contract, the Contractor must receive approval, in writing, from the agency awarding the resultant contract. The Contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used, including compliance with applicable federal and state laws and regulations, industry-based guidelines and standards, and Sandoval County procedures. This includes, but is not limited to assurance by an appraiser/review appraiser that they have not employed or retained any company, firm or person, other than a bona fide employee working solely, “to solicit or secure this agreement, and that has not paid or agreed to pay any company, firm, or person, other than a bona fide employee working solely, any fee commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this agreement without liability.”

FORMS/PACKAGES: Sandoval County will work with the awarded Contractor(s) to develop standard packages for Offers, Payments and Condemnations. This will involve review of the necessary baseline forms needed through each step of the process, which may include utilizing the awarded Contractor’s right-of-way software.

**A. Title Reports and Updating Title Reports**

33-year title reports for all takings parcels and Construction Maintenance Easement (CME) parcels in a project area will be submitted with the final right of way maps to the County of Sandoval. Temporary Construction Permits (TCPs) will have only a deed and documentation in a current owner report. The Contractor shall be responsible for updating title reports, obtaining additional updates through the appraisal, acquisition, and relocation activities so that the titles are always current within a 6-month window. If the maps have been changed to require a new CME or take and there is not an existing title report, a 33- year title report will be required for specific parcels.

33-year title reports contain a complete and accurate account of all recorded documentation affecting the title to each parcel of land on a right of way project. Licensed Title Examiners shall prepare title reports. Title reports submitted by project Contractor(s) shall be prepared by a licensed and bonded title company and prepared in accordance with the NMDOT Lands Abstracting Unit Handbook Volume II 1/01/2016.

One (1) title report shall be updated for each current owner showing that portion of the legal description supplied by Sandoval County to which said current owner has title. Each report prepared shall conform to the County’s specifications and shall, at minimum, include copies of the following:

- Conveyances: copies of all warranty, special warranty, quitclaim and grant deeds placed of record; also copies of outstanding real estate contracts and any other instruments or record purporting to convey an interest in the subject premises;



- Encumbrances: copies of all unreleased mortgages, deeds of trust, tax liens, judgment liens, paving liens, mechanics or material men's liens and lis pendens of record, purporting to affect the subject premises;
- Court Proceedings: copies of all pertinent pleadings in District Court lawsuits, probates, quiet title actions, condemnations, divorces, guardianship proceedings and insanity proceedings that may affect title to the subject premises; and
- Miscellaneous: copies of all notices, statements, plats, affidavits, agreements or other documents placed of record that may affect the subject premises.

**LENGTH OF SEARCH:** All new CMEs, Parcel Takes and Non-Right of Way Parcels will need a 33-year title report search. There must be a clear chain of title that goes back at least 33 years. If the current owner has owned the property less than thirty-three (33) years, the Contractor must include the previous deeds to cover that period. All 33-year title reports must include an index page as well.

**UPDATING OF SEARCHES:** The Contractor agrees to update all title reports at least once, and possibly two or more times, and are required to keep them current, i.e., 6 months. The length of the search shall be from the date of the last closing noted on reports to the most current date possible.

**FORMAT OF REPORTS:** The Contractor shall assemble each report meeting Sandoval County requirements as follows:

- Title Page: a title page shall precede the contents of each report showing: the project number, the legal description, the apparent current owner(s) and current owner(s) address, the effective dates of the search, and the signature and seal of the abstractor;
- Table of Contents: a table of contents shall follow the title page and shows each document included in the report, the type of instrument, the grantor, the grantee, the date it was executed, the date it was recorded and the page in the report in which it can be found;
- Copies: copies of all documents or other written materials as set forth shall be attached and such materials shall be in in chronological order based upon the date of execution, or, absent an execution date, by date of recording; each page shall be numbered conspicuously;
- Work Maps: copies of all work maps utilized in the preparation of the title reports and miscellaneous searches showing the subject parcel and relationship to the overall project, shall be attached and follow the copies.

The Contractor shall be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible title; do not commit an error

of omission that affects the title; and do not render title services in a careless or negligent manner. The Contractor shall update the title reports for each parcel as needed.

After the titles have been reviewed and approved by Sandoval County, the Contractor shall submit one electronic file and the printed original of each title report update to the County. Periodically, it will be necessary to update the title reports. Title reports shall be no older than six (6) months for the right of way mapping, appraisal, relocation, and negotiation activities. The Contractor shall be responsible for updating the title reports throughout the project.

**B. Appraisal Services**

Appraisals are a requirement in the acquisition process. Reports should be clear, concise, and written in such a manner such that they may be understood by acquisition agents and property owners, as well as reviewers. Contractors are responsible for ensuring that the following requirements are met.

*Appraisers of real property associated with this project shall:*

- Be General Certified Appraisers with certification issued by the New Mexico Real Estate Appraisers Board.
- Be familiar with 49 CFR.24.102 through 104, the NMDOT Right of Way Handbook and proof of competency.
- Use confirmed closed sale and rental terms only and shall not use any “listing” style advertised prices for comparable properties, unless a dearth of confirmed closed comparable sales in the competitive market area is documented to a Substantial Evidence standard proof, i.e, evidence that a reasonable mind could accept as adequate to support a particular conclusion.
- Document and be prepared to testify under oath as to the source of confirmation sale prices and other relevant transfer terms, which must be documented in the property appraisal work file for every comparable sale or rental property used in the appraisal process.
- Provide the sources and records of the confirmed sale or rental terms which will also be disclosed to the property owner or their legal counsel, and the appraiser shall not rely solely on national sale-confirmation-services such as provided by CoStar™, Boomtown, Jones Lange LaSalle, CoreLogic™ and Reis.

All appraisals prepared for Sandoval County shall be developed, reported, and reviewed in accordance with the NMSA 1978, Sections 61-30-1 through 61-30-24, the Real Estate Appraisers Act, 42 USC Section 4601, et seq., The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 49 CFR Parts 24.103 to 104, NMDOT Right of Way Handbook, and the Uniform Standards of Professional Appraisal Practice of 31 The Appraisal Foundation (USPAP), and the NMDOT Right of Way Handbook. Departure from applicable laws and regulations as set forth herein, in any form, shall not

be permitted, and any departure from the USPAP shall be made only as directed by NMDOT and in conformity with the Departure Provision and/or Jurisdictional Exception of said USPAP.

A Certified Appraisal in Standard Narrative format is required for all acquisitions.

An appraiser must analyze the before and after acquisition values of the remainder property in the development of appraisals for all partial acquisitions where appropriate. This shall be prepared and included in the standard narrative appraisal report for all partial acquisitions in which the estimated total compensation includes benefits and/or damages other than those that can be measured by a cost-to-cure method. In the event the acquisition involves certain site improvements such as billboards, business signs etc. that will have to be relocated or removed, the appraiser shall provide the relocation cost, the depreciated cost of the site improvements and a demolition cost. Any questions related to this condition should be addressed to the County for clarification for the specific taking.

The Contractor shall submit one electronic version (PDF) of the Appraisal Reports of each individual property appraisal on or before the due date. Once the appraisal report(s) is/are reviewed and approved, the final version (PDF and printed copies) of those reports shall be delivered to the County for inspection prior to proceeding to acquisition. Prior to approval, Sandoval County reserves the right to perform a final pre-approval review of the submitted appraisal and appraisal review reports for compliance with the applicable requirements.

All appraisals must comply with the State of New Mexico right of way appraisal regulations, policies and procedures and with USPAP requirements, with certain allowances under Jurisdictional Exception where appropriate.

*The Contractor shall:*

- Afford the property owner, or the owner's designated representative the opportunity to accompany the appraiser during the appraiser's inspection of the property, except as provided in 49 CFR 24.102(c)(2).
- Accurately identify and inspect the subject property/Taking Parcels and its surrounding environs; analyze the neighborhood land-use trends; research of the County Clerk and County Assessor's public records for property conveyances; research and analyze comparable property sales.
- Consider any damages and/or benefits to the remainder property resulting from the acquisition. Therefore, all appraisal reports of partial acquisitions shall contain, at the very least, a statement that the before and after values were considered even when no damages or benefits to the remainder property are found to result from the acquisition.
- Be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal;

- Not commit an error of omission that affects the appraisal;
- Not render appraisal services in a careless or negligent manner.
- Consider and analyze any current Agreement of Sale, option, or listing of the property being appraised, if such information is available to the appraiser in the normal course of business;
- Consider and analyze any current Agreement of Sale, option, or listing of the property being appraised, if such information is available to the appraiser in the normal course of business;
- Consider and analyze the quality and quantity of data available and analyzed within the approaches used and the applicability or suitability of the approaches used;
- Disregard any decrees or increase in the market value caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner per 49 CFR 24.103(b); and
- Identify the phone numbers and addresses for property owners and state them in the appraisal reports. For those cases when the only contact made was through the mail, this is an exception and a related statement should be included.

**C. Right of Way Staking**

The Contractor shall arrange for project and/or individual parcel staking/flagging when requested. In some situations, in order to properly determine the effect of the acquisition on the owner's remaining property, it may be necessary to determine the precise location of the right of way line in relation to property improvements. It is anticipated at a minimum that all developed parcels as well as any Non-Right of Way (NRW) parcels will require parcel staking/flagging for assistance during the appraisal process.

**D. Appraisal Reviews**

All appraisals shall be reviewed in accordance with NMSA 1978, Sections 61-30-1 through 61-30-24, the Real Estate Appraisers Act, 42 USC Section 4601, et seq., The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 49 CFR Parts 24.103 to 104, the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation (USPAP), and NMDOT Right of Way Handbook. Departure from applicable laws and regulations as set forth herein, shall not be permitted, and any departure from USPAP shall be made only as directed by NMDOT and in conformity with the Departure Provision and/or Jurisdictional Exception of USPAP.

Contractors are responsible for ensuring that the requirements set forth in this section are met.

Prior to starting an appraisal review, the reviewer shall review, study and examine the project right of way maps and construction plans to gain an understanding of the proposed project. Any site improvements that are impacted by the project should be identified together with any potential damages to any remainder parcel. The reviewer shall contact the Project Engineer for project information as needed. In any event, if the reviewer is unsure, uncertain or unable to determine if any improvements are impacted, compensable or non-compensable, or if any damages might occur due to the proposed project, the Contractor shall contact Sandoval County.

In reviewing an appraisal and reporting the results of that review, a review appraiser must form an opinion as to the adequacy and appropriateness of the report being reviewed and must clearly disclose the nature of the review process undertaken.

*The review appraiser shall prepare a narrative report for each appraisal/parcel reviewed. In developing an appraisal review, the reviewer must identify:*

- the project in the work under review,
- the client(s) and other intended users,
- the intended use and purpose of the appraisal review,
- the work under review,
- the ownership interest,
- the date of the work under review and the effective date of the opinions or conclusions in the work under review,
- the appraiser who completed the work,
- the physical, legal, and economic characteristics of the property, property type, or market area in the work under review,
- any extraordinary assumptions or hypothetical conditions, provided that extraordinary assumptions or hypothetical conditions must be pre-approved by the County,
- the scope of work necessary to produce credible assignment results.

All appraisals must be reviewed for compliance with the right of way appraisal regulations, Sandoval County policies and procedures, and USPAP, with certain allowances under jurisdictional exception where appropriate.

The reviewer of the appraisal must make a field inspection, this includes the individual parcels under appraisal, and the comparable data considered in arriving at value.

When developing an appraisal review, a reviewer must apply the appraisal review methods and techniques that are necessary for credible assignment results. The reviewer must develop an opinion as to the completeness, adequacy, relevance, and reasonableness of both the analysis and the report under review. This includes forming opinions regarding the data utilized for analysis, the propriety of any adjustments, the appropriateness of the appraisal methods and techniques used, and whether the analyses, opinions and conclusions are reasonable. The reviewer must develop any reasons for disagreement.

*Each appraisal report should be carefully check for:*

- The completeness and conformance of the basic data with the NMDOT Right of Way Handbook;
- A letter of transmittal signed by the appraiser. Fee appraisers are responsible for the contents of their appraisal reports. If a staff appraiser of a contracted firm, or an appraiser subcontracted by the contracted firm prepares the appraisal report, the contracted lead appraiser is required to sign the appraisal report along with the appraiser who actually prepared the appraisal report.
- The inclusion of all required Sandoval County forms: every appraisal report must include (1) "Appraisal Summary"; (2) "Sales History and Property Owner Contact"; and (3) "Certificate of Appraiser". Sandoval County's forms contain a total of four pages and all pages must be used;
- Verification of the ownership as shown in the appraisal report as compared with the ownership shown in the title report and on the final right of way maps and construction plans;
- Minimum compensation and rounding;
- Mathematical accuracy;
- Completeness of the narrative and data necessary to clearly explain, support, and document the estimates of value and compensation stated in the appraisal report;
- The inclusion of all applicable approaches to value. If an approach has been omitted, the appraiser must provide reasoning sufficient to convince the reviewer that the approach should be omitted;
- A reconciliation of the value indications from the applicable approaches including both before and after value conclusions, if applicable, and an adequate and logical explanation for the final value estimate; and
- Verification that the appraisal does not include compensation for items which are non-compensable under New Mexico law.

The appraisal review must be conducted in the context of market conditions as of the Effective Date of Valuation in the work being reviewed. Information available to the reviewer that could not have been available to the appraiser as of, or subsequent to the date of, the work being reviewed shall not be used by the reviewer in the development of an opinion as to the quality of the work under review. However, the reviewer shall reach out to the appraiser to provide such information for additional consideration if the value is likely to be impacted, but the reviewer has no authority to demand or require the appraiser to change or amend his or her professional opinion as to value.

Prior to completion of the review, the reviewer should afford the appraiser the opportunity to revise the appraisal report(s) when they do not substantially meet the applicable appraisal requirements as set forth in 49 CFR Parts 24.2(a)(3) and 24.103 & appendixes, the NMDOT Right of Way Handbook, and USPAP.

Should major deficiencies be found, such as when the appraisal report needs clarification or contains substantial errors, the reviewer must initially attempt to resolve the issues informally. The reviewer shall meet with the appraiser, as necessary, and if efforts to resolve issues informally are not successful, the reviewer shall not approve the appraisal and shall summarize the deficiencies in writing, which the Contractor shall forward or have forwarded to the County, stating the reasons for disapproval and the efforts that had been made. The Contractor shall contact Sandoval County immediately for a final determination of whether an additional appraisal may be needed.

REVIEW REPORTING: The review report must clearly communicate the results of the review and contain sufficient information to enable Sandoval County to understand it properly. It must clearly disclose all assignment conditions.

*At minimum, the report must:*

- State the project in the work under review,
- State the identity of the client(s) and any intended users,
- State the intended use,
- State the purpose of the review,
- Sufficiently identify the work under review, property rights, date of the work, effective date of the value conclusions and the appraiser(s) who completed the work,
- State the date of the appraisal review report,
- State all extraordinary assumptions and hypothetical conditions and that their use might have affected assignment results,
- State the scope of work to develop the appraisal review,

- State the reviewer's conclusions in one of the following formats:

REVIEWED AND APPROVED: The appraisal meets the requirements of NMDOT Right of Way Handbook and has been approved as an estimate of "just compensation" to be used for the purpose of acquisition, or

REVIEWED ONLY: The appraisal has been reviewed, but not approved. The appraisal may be deficient in one or more areas of the requirements of the NMDOT Right of Way Handbook.

- In the event the review appraiser is unable to approve the appraisal, which is the work under review, the review appraiser shall prepare a written report that identifies the appraisal reports reviewed and document the findings and conclusions arrived at during the review of the appraisal(s). The review appraiser shall also develop a reviewer's opinion of value that is believed to be just compensation for the subject property in the work under review, in which case the review appraiser becomes the appraiser of record. (USPAP Standard 1 and 2 apply.) An additional appraisal may be ordered, as needed.
- Include a signed certification in accordance with Standards Rule 4-3 and NMDOT Right of Way Handbook,
- Pictures, including subject & all comparable(s), shall also be included in the review report along with the date of inspection.

REVIEW CONTRACTING: The reviewer shall submit one electronic version (PDF) along with printed original of the appraisal review reports of each individual property appraisal on or before the due date. The Contractor shall also submit or have submitted an electronic version (PDF) of the review reports and the subject appraisal reports to Sandoval County. All appraisal/appraisal review reports are subject to the County's final inspection.

The reviewer agrees to begin the above-specified work alongside the project appraiser and complete such work within 45 days after the completion/delivery date of the appraisals.

#### **E. Acquisition Services**

The Contractor shall perform general acquisition services that involve contacting property owners for purposes of acquiring parcels. Acquisition services shall consist of acquiring property rights as required for the project, resulting in a completed payment package submittal for each acquisition to Sandoval County. The Contractor shall comply with applicable federal and state laws and regulations, industry-based guidelines and standards, and County procedures and guidelines, including those set forth in NMDOT Right of Way Handbook, Volume IV - Acquisition. Contractors are responsible for ensuring that the requirements set forth in this section are met.

*Tasks will include:*



- Prepare written documents necessary to conclude the acquisition in accordance with Sandoval County templates, such as Formal Offer letter (on Sandoval County letterhead), Contract, Negotiator's Report, Payment Package Checklist, Payment Package Cover, Administrative Settlement, Claim for Real Estate Tax Reimbursement, Letter of Intent to Condemn, 25 Day Expiration Letter, Information for Condemnation sheet, Condemnation IDC, and Condemnation Package checklist.
- Prepare offer documents (offer letter and contract) based on the approved appraisal values as indicated in the Parcel Summary Sheet prepared by the appraisal reviewer in accordance with state and federal statutes and regulations. Prepare all acquisition documents, deeds, and other documents for completing the acquisition, subject to Sandoval County approval.
- Present written offers to purchase real estate or property rights. The offer packages will consist of a formal offer letter, contract, conveyance document (warranty deed, easement, or temporary construction permit), right of way map, right of way acquisition booklet, and an appraisal report. For an offer package sample, contact the County. Present written offers to purchase in person, when feasible. If property owner is out of state, the offer package must be mailed via certified mail, return receipt requested.
- Negotiate on behalf of Sandoval County with property owners, business owners, and tenants or representatives and perform other acquisition functions as necessary to obtain the required property rights.
- Provide Sandoval County with receipt offer letters or certifications of presentation.
- Prepare and mail the Notice of Intent to Condemn letter thirty (30) days after the offer is made if the property owners have not signed. The Notice of Intent to Condemn letter must be mailed via certified mail, return receipt requested.
- Submit to the County the original purchase contracts, conveyance documents (warranty deed, easement, or temporary construction permit), negotiator's logs, correspondence, and other acquisition-related documents at the conclusion of escrow.
- Provide and maintain a status report of all pertinent acquisition activity, including dates of key activities such as notices, purchase offers, and meetings; and acquisition costs.

Sandoval County will be the lead for all condemnation activities, but the Contractor will prepare the condemnation documents (Condemnation Package) for use by the County. The Contractor shall submit the condemnation package to Sandoval County after the twenty-five (25) day expiration date for the Notice of Intent to Condemn letter if negotiations have failed. The consultant shall submit a copy of the condemnation package to the County for the project files. For sample condemnation package, contact the Sandoval County.

## **F. Relocation Services**

The Contractor will provide relocation assistance to eligible residential owners-occupants, residential tenants, business owners, and business tenants. The Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC Section 4601, et seq., and Code of Federal Regulations, 49 CFR Part 24, must be adhered to. Contractors are responsible for ensuring that the requirements set forth in this section are met.

*The tasks shall include:*

- Locate relocation sites.
- Assist owners and tenants in preparation and filing of appropriate relocation claims with the County, including actual and reasonable moving expenses, search expenses, and business re-establishment expenses.
- Tour project areas, review demographics, and identify replacement housing.
- Conduct onsite interview with prospective displaced persons to determine relocation housing needs and special requirements.
- Prepare draft relocation plan and preliminary budget for relocation cost.
- Prepare and distribute informational statements, notices of displacement, 90-day notices to vacate, and other notices as required.
- Meet with local housing providers and planning agencies to determine resources.
- Identify relocation assistance required under all federal, state, and local laws and regulations as they apply to specific real estate projects.
- Inform displaced persons of available relocation assistance services and benefits, and explain the relocation process.
- Complete list of relocation sites.
- Set up and maintain relocation files.
- Conduct interviews and secure proper documentation.
- Provide displaced persons with ongoing advisory assistance to minimize hardship, including referrals to and coordination with community service resources, public housing, and other public services as necessary.
- Provide written referrals for replacement housing and physically assist displaced persons in locating replacement housing, including transporting displaced to inspect replacement housing. Assist displaced persons in locating replacement business sites.

- Prepare replacement housing/down payment assistance reports and other reports, as necessary.
- Determine eligibility for relocation benefits and calculate benefits including moving payments, rental/down payment assistance, last resort housing and replacement housing benefits, business re-establishment payment, fixed payment and alternative payments, and other claims as necessary.
- Inspect replacement dwellings to determine if units meet decent, safe, and sanitary requirements.
- Coordinate with real estate brokers, contractors, lenders, and others, as necessary.

**G. Project Administration**

If Project Administration is part of an assignment, the Contractor shall be responsible for the following project administration functions, and maintaining a progress or status report, which will include:

- Project Management Plan (or Plan) submittal due thirty (30) days after the notice to proceed. The Plan will be updated as the project proceeds;
- Coordination of work with Sandoval County, if needed, including to: (1) get right of entry to private property, as needed, for persons performing work on the project, and (2) ensure timely delivery of information to appraisers so that there is no delay in acquisition;
- Attendance to meetings with Sandoval County consultant to discuss work progress, issues and goals, ensuring communication between all primary and subcontractors and work progress;
- Providing monthly written summaries of the status of each parcel undergoing real estate services to Sandoval County;
- A cumulative summary of activities to date;
- The status of each parcel in terms of the service date of specific milestones in the acquisition process;
- Problems encountered and actions needed to resolve these problems;
- Identified progress against project schedule for each work item;
- Project completion dates based on current progress;
- Maintaining accurate records to be available for inspection by Sandoval County officials, including that a separate file will be maintained for each parcel, which will include a record of all contact efforts; and

- Attendance to meetings at the assigned location, or via video teleconferencing as needed.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience:**

- a. Provide a description of all relevant experience as required in the scope of work with state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and **must** include the extent of their experience, expertise and knowledge as a provider of Real Property Services.
- b. Provide a narrative that details the history of the company.
- c. Provide a narrative that details the experience, education and qualifications of the personnel to be assigned to the work described in this RFP.
- d. Provide a narrative that details staff size and availability of each experienced lobbyist that shall be dedicated to Sandoval County during the contract. Provide a description of any experience, knowledge, and familiarity with Sandoval County.

### **2. Organizational References**

Offerors must provide a minimum of three (3) references from similar projects performed for state or local government clients within the last three (3) years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it.

Offerors shall submit the following Business Reference information as part of the Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e. similar background experience performed); and
- e. Client project manager name, telephone number, fax number and email address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in the Sequence of Events for inclusion in the evaluation process.**

### **3. Mandatory Specifications**

The Offeror must:

- a. Describe how you or your firm would position or organize to assist the County by providing aggressive, professional and timely Real Property Services. Provide a synopsis of your knowledge of Sandoval County.
- b. Identify the Principal member or officer of the firm who will be responsible for the administration of the contract. Provide who will be directly responsible for the work; and identify the name, address, email and phone numbers of the office(s) where the work will be performed for the prime offeror and all sub-contractors.
- c. Provide all sub-contractors licensing agreements that your company wishes to use.
- d. Provide a plan for managing Real Property Services in case of emergencies with levels of response time.
- e. Provide a list of the current insurance company or companies and provide a statement of insurance losses incurred during the past (5) years, any workmen's accidental deaths during that period, provide a list of any court judgements, pending litigation, arbitration and final agency decisions.
- f. Provide a copy of the sub-contractor's firm's written Quality Assurance Program. Must also provide a statement of specific measures that your firm will utilize to ensure that the quality of Real Property Services utilized on projects conform to the plans and specifications of each project.
- g. Provide your firms current Affirmative Action Policy.
- h. Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet times schedules, accommodate cost considerations, and project administration requirements. Include and organizational chart indicating key project team members, including any sub-consultants, and their specific roles and/or area(s) of expertise. Clearly identify the lead subdivision/development expert who will be responsible and in charge of meeting the scope of services. Provide brief resumes for the lead subdivision/development expert and key project team members, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of subdivision and development engineering project review procedures. Also identify the firms or teams list of current projects.

### **4. Business Specifications**

#### **Financial Stability**

Offeror's must submit copies of the most recent years independently audited financial statements and the most current 10k, as well as financial statements for the proceeding three

years if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead submit sufficient information (e.g., D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

**Insurance**

**ALL RESPONDENTS MUST** submit with their proposal, proof of insurance for Professional Liability in the amount of \$1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors</b>	<b>Points Available</b>
Organizational Experience	30 points
Organizational References	30 points
Mandatory Specifications	30 points
<b>POSSIBLE TOTAL COST POINTS</b>	<b>10 points</b>
Lowest Responsive offer Cost ----- X Available Award Points This Offeror's Cost	
<b>GRAND TOTAL POSSIBLE POINTS</b>	<b>100 POINTS</b>

Letter of Transmittal	Pass / Fail
Signed Campaign Contribution Disclosure Form	Pass / Fail
Conflict of Interest Affidavit	Pass / Fail
Financial Stability	Pass / Fail
Proof of Insurance	Pass / Fail
<b>New Mexico Preferences:</b>	
Resident Business Vendor Points	
Native American Resident Business Points	
Resident Veteran Points	
Native American Resident Business Points	

Table 1: Evaluation Point Summary

## B. EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### a. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

### b. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it.

**c. Mandatory Specifications**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section.

**d. Cost**

Cost scoring is determined by the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{X Available Points}$$

**e. Pass/Fail**

A ‘fail’ for any item(s) below will result in a non-responsive proposal and the proposal will *not* be evaluated.

- Letter of Transmittal
- Signed Campaign Contribution Disclosure Form
- Conflict of Interest Affidavit Form
- Proof of Financial Stability
- Proof of Insurance

**f. New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

- **New Mexico Resident Business Preference**  
If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 8% of the total points available in this RFP.
- **New Mexico Native American Resident Business Preference**  
If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Resident Native American Owned Business Preference is 8% of the total points available in this RFP.
- **New Mexico Resident Veterans Business Preference**  
If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.
- **New Mexico Native American Resident Veterans Business Preference**  
If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

**g. Interview**

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in



scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

## **EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

- **APPENDICES-A through E must be completed and submitted**

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## APPENDIX A

### REQUEST FOR PROPOSAL

Real Property Services  
RFP# FY23-SCPW-01R

### ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **August 19, 2022** by 5:00 pm (Mountain Daylight Time). 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Leslie Olivas, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D, PO Box 40  
Bernalillo, NM 87004  
Fax: 505-404-5873  
E-mail: [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov)

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds one hundred dollars (\$100) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**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.

“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) \_\_\_\_\_

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**SANDOVAL COUNTY'S CURRENT ELECTED OFFICIALS**

Katherine A. Bruch, Commission District 1

Jay C. Block, Commission District 2

Michael Meek, Commission District 3

David J. Heil, Commission District 4

F. Kenneth Eichwald, Commission District 5

Linda P. Gallegos, Assessor

Anne Brady-Romero, Clerk

Charles J. Aguilar, Probate Judge

Jesse James Casaus, Sheriff

Jennifer Taylor, Treasurer

## **APPENDIX C**

### **LETTER OF TRANSMITTAL FORM**



**APPENDIX C**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_  
**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2022  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX D**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE  
FOR:**

\_\_\_\_\_  
(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for **RFP# FY23-SCPW-01R Real Property Services** via **facsimile** or **e-mail** at:

Name: Leslie Olivas, Senior Procurement Specialist  
Sandoval County Finance Department  
Address: 1500 Idalia Road, Building D  
Bernalillo, NM 87004  
  
Telephone: 505-404-5873  
Fax: 505-867-7605  
Email: ldolivas@sandovalcountynm.gov

Please return no later than **September 13, 2022 @ 3:00 p.m. Mountain Daylight Time** and **must not** be returned to the individual/company requesting the reference. Late submissions will not be considered.

Please enter **detailed** answers in the “comments” section of each question.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX E  
CONFLICT OF INTEREST AFFIDAVIT FORM

**APPENDIX E**

**CONFLICT OF INTEREST AFFIDAVIT**

STATE OF NEW MEXICO)  
 ) ss.  
COUNTY OF SANDOVAL)

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).

I am a current employee of \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
NAME

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Terms of the Conflict of Interest Affidavit are inapplicable.