



Mid-Region Council of Governments

REQUEST FOR PROPOSALS

For

GRO Fund Professional Programs and Services “Economic Development”

Issued: September 11, 2024
MRCOG Procurement No. 2025-06

Table of Contents

Table of Contents

1.0	INTRODUCTION	5
1.1	<u>Purpose of this Request for Proposals.....</u>	5
1.2	<u>Scope of Work</u>	5
1.3	<u>Background</u>	5
1.4	<u>Procurement Officer.....</u>	6
1.5	<u>Definitions.....</u>	6
2.0	CONDITIONS GOVERNING PROCUREMENT	7
2.1	<u>Sequence of Events.....</u>	7
2.2	<u>Explanation of Events.....</u>	7
	2.2.1 Pre-Proposal Conference.....	7
	2.2.2 Deadline to Submit Additional Questions	7
	2.2.3 Notification of Written Responses and Amendments.....	7
	2.2.4 Procurement Distribution List for Written Responses and Amendments ...	8
	2.2.5 Submission of Proposal	8
	2.2.6 Proposal Evaluation	8
	2.2.7 Selection of Finalists	8
	2.2.8 Oral Presentation by Finalists (Optional)	8
	2.2.9 Best and Final Offers from Finalists	8
	2.2.10 Contract Negotiations.....	8
	2.2.11 Contract Award	9
	2.2.12 Protest of Award	9
2.3	<u>General Requirements.....</u>	9
	2.3.1 Acceptance of Conditions Governing the Procurement	9
	2.3.2 Incurring Cost.....	9
	2.3.4 Subcontractors.....	10
	2.3.5 Amended Proposals.....	10
	2.3.6 Offeror's Rights to Withdraw Proposal.....	10
	2.3.7 Proposal Offer Firm.....	10
	2.3.8 Disclosure of Proposal Contents	10
	2.3.9 No Obligation	10
	2.3.10 Termination of RFP	11
	2.3.11 Sufficient Appropriation	11
	2.3.12 Governing Law.....	11
	2.3.13 Basis for Proposal	11
	2.3.14 Contract Terms and Conditions.....	11
	2.3.15 Contract Deviations.....	11
	2.3.16 Offeror Qualifications	11
	2.3.17 Right to Waive Technical Irregularities	11
	2.3.18 Project Team Prohibited Activities	12
	2.3.19 Notice – Civil and Criminal Penalties.....	12
	2.3.20 MRCOG Rights.....	12
	2.3.21 Right to Publish.....	12
	2.3.22 Ownership of Proposals	12
	2.3.23 Electronic Mail Address Required	12
	2.3.24 Electronic and Web Site Versions of this RFP	12
2.4.	<u>Special Provisions</u>	12
	2.4.1 Prohibition Against Use of Federal Funds for Lobbying	13

	2.4.2	Debarment and Suspension	13	
	2.4.3	Affirmative Action/Civil Rights Compliance	13	
	2.4.4	Campaign Contribution Disclosure	13	
3.0		RESPONSE FORMAT AND ORGANIZATION.....	13	
	3.1	<u>Number of Responses</u>	13	
	3.2	<u>Number of Copies</u>	13	
	3.3	<u>Proposal Format</u>	13	
	3.3.1	<u>Proposal Organization</u>	14	
	3.3.2	<u>Proposal Form</u>	14	
4.0		SPECIFICATIONS	14	
	4.1	<u>Key Elements</u>	14	
	4.1.1	Element 1. Bernalillo County Economic Development along Coors Blvd NW	14	14
	4.1.2	Element 2. Bernalillo County Economic Development along W Central Ave	15	15
	4.2	<u>Narrative</u>	15	
	4.2.1	Proposed Program and Services	15	
	4.2.2	Offeror Experience and Qualifications	15	
	4.2.3	Project Team Resources	16	
4.3		<u>Organizational References</u>	16	
4.4		<u>Financial Stability</u>	16	
5.0		EVALUATION	16	
	5.1	<u>Evaluation Point Summary</u>	16	
	5.2	<u>Evaluation Process</u>	17	
	5.2.1	Proposal Compliance	17	
	5.2.2	Contacting Offerors	17	
	5.2.3	Finalist Selection	17	
	5.2.4	Mandatory Training	17	
APPENDIX 1		PROPOSAL FORM	18	
APPENDIX 2		ACKNOWLEDGEMENT OF RFP RECEIPT	19	
APPENDIX 3		CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING	20	
APPENDIX 4		CERTIFICATION REGARDING DEBARMENT	21	
APPENDIX 5		CAMPAIGN CONTRIBUTION DISCLOSURE	22	
APPENDIX 6		CERTIFICATION AFFIRMATIVE ACTION/EQUAL EMPLOYMENT	26	
APPENDIX 7		ORGANIZATIONAL REFERENCE QUESTIONNAIRE	27	
EXHIBIT A		DRAFT CONTRACT	29	
EXHIBIT B		Scope of Services	35	
EXHIBIT C		Certificate of Insurance Sample Form	36	

REQUEST FOR PROPOSALS

For

GRO Fund Professional Programs and Services “Economic Development”

For

Mid-Region Council of Governments (MRCOG)

MRCOG Procurement No. 2025-06

Issue Date: September 11, 2024

Pre-proposal Conference: NONE

Proposal Due Time/Date: October 11, 2024, 2:00 p.m. (MST)

Mid-Region Council of Governments
809 Copper Ave., NE, Albuquerque, New Mexico 87102
Phone: (505) 247-1750
www.mrcog-nm.gov

1.0 INTRODUCTION

1.1 Purpose of this Request for Proposals

The Mid-Region Council of Governments (MRCOG) invites non-profits, individuals and firms (Offerors) to submit proposals for a Contract for the work indicated in the title page of this RFP in accordance with the specifications contained in this Request for Proposal (RFP). This RFP contains specific requests for information.

The purpose of this procurement is to select multiple non-profits, individuals and or firms that will assist the MRCOG, its member agencies and cooperating entities in providing the necessary expertise and resources to support the outlined programs and services.

Contingent upon MRCOG's satisfaction with the performance of selected Contractor(s) and acceptance of project deliverables under a Contract negotiated for services described in this RFP, MRCOG may consider extending or renewing the Contract, these Contract(s) will only be available for the One Year or Two Year GRO Fund Appropriations. The overall Contract, including any extensions or renewals, may not exceed four (4) years in total.

This specific RFP is NOT funded with federal funds.

1.2 Scope of Work

The MRCOG desires to access "Economic Development" that cover a range of "Key Elements" that relate to the appropriations issued by the State of New Mexico Government Results and Opportunity Fund also known as GRO Funds, MRCOG wishes to engage non-profits, individuals and/or firms to implement the proposed program(s) and/or service(s) based on its knowledge and experience with the program or service development, and the utilization of cost reimbursement funds and accountability that comes with government funding. This is a cost reimbursement contract; please reference "Exhibit A, Section 3. Compensation" for the cost reimbursement process. The "Key Elements" and areas of expertise desired for this RFP are described in Section 4.1.

1.3 Background

The Mid-Region Council of Governments (MRCOG) is an association of local governments in central New Mexico. Members include county, municipal, and special purpose units of governments in the Counties of Bernalillo, Sandoval, Tarrant and Valencia, in the 2024 Legislative Session, in the General Appropriation Act, as appropriated and enacted by Governor Michelle Lujan Grisham, the Government Results and Opportunity Fund (GRO Fund) was established and contains several appropriations that support the efforts of numerous entities within the Central Region of the State. This RFP is designed to solicit non-profits, individual and/or firms to help MRCOG carry out the services required for these programs and/or services, thru a state funded, cost reimbursement initiative.

1.4 Procurement Officer

MRCOG has designated a Procurement Officer who is responsible for the conduct of this procurement. The Procurement Officer is:

Phil Pino
MRCOG Procurement Officer
809 Copper Ave., N.W.
Albuquerque, NM 87102
Phone: 505-247-1750
E-mail: rfp@mrcog-nm.gov

Any inquiries or requests regarding this procurement shall be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other employees do not have the authority to respond on behalf of this RFP.

1.5 Definitions

This section contains definitions and abbreviations that are used throughout this RFP.

"Close of business" means 5:00 p.m. MST.

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

"Contractor" means a successful Offeror who enters into a binding Contract.

"Determination" means the written documentation of a decision by the Procurement Officer or Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Director to evaluate Offertory proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Officer and the Evaluation Committee for submission to the Director for Contract award. It contains all written determinations resulting from the procurement.

"Finalist Offeror" is defined as an Offeror whose offer complies with all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to comply with a mandatory item or factor will result in the rejection of the Offerors proposal.

"MRCOG" means the Mid-Region Council of Governments of New Mexico. "Offeror" is any person, corporation, or partnership who submits a proposal.

"Procurement Officer" means the person or designee authorized by the Executive Director to manage, administer and oversee all procurements and Contracts.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals. "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, 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 or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements. Upon the recommendation of staff, the Director will make the final determination as to whether an Offer is considered to be responsive.

2.0 CONDITIONS GOVERNING PROCUREMENT

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

2.1 Sequence of Events

The Procurement Officer will make every effort to adhere to the Procurement Schedules shown in this RFP. The time frames shown may be subject to change at the discretion of the MRCOG.

Issue RFP	September 11, 2024
Written Questions Due	September 20, 2024, 2:00 p.m.
Proposals Due Date	October 11, 2024, 2:00 p.m.
Evaluation Committee	Week of October 15, 2024
Orals (if necessary)	Week of October 21, 2024
Selection of Finalist(s)	Week of October 21, 2024

2.2 Explanation of Events

2.2.1 Pre-Proposal Conference

There will be no pre-proposal conference associated with this RFP.

2.2.2 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this solicitation to the Procurement Officer. All written questions must be **emailed** to the Procurement Officer at the address specified in this solicitation no later than September 20, 2024. The Procurement Officer will provide a written response in the form of an addendum. The addendum notification will be posted on the applicable website.

2.2.3 Notification of Written Responses and Amendments

In order to receive notification of written responses to written questions and solicitation amendments, if any, potential Offerors must complete and submit Appendix 2 Acknowledgement of RFP Receipt as contained herein. The Acknowledgement of RFP Receipt may be hand-delivered, electronically mailed, returned by facsimile, registered or certified mail to the Procurement Officer. Offerors **must include an email address** on the Acknowledgement of Receipt. The Acknowledgement of RFP Receipt must be received at least five (5) working days prior to the proposal submittal due date in order for a potential Offeror to be placed on the procurement distribution list.

2.2.4 Procurement Distribution List for Written Responses and Amendments

Only Offerors who submit the Acknowledgement of RFP Receipt as provided in Appendix 2 will be included on the procurement distribution list. Written responses to written questions and any solicitation amendments will be **emailed** to all potential Offerors whose organization appears on the procurement distribution list.

2.2.5 Submission of Proposal

All proposals must be received by the Procurement Officer or designee **no later than 2:00 p.m. (MST) on October 11, 2024**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal as it is received. Proposals must be submitted via email to the email address provided in Section 3.2 of this RFP.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to Contract award.

Offers will be considered to be responsive if they conform to all material respects to the requirements set forth herein. All offers must include certifications that are made a part of this solicitation.

2.2.6 Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. The Offerors **SHALL NOT** initiate discussions. Potentially responsive proposals are proposals that could reasonably be anticipated as capable of being made responsive.

2.2.7 Selection of Finalists

The Purchasing Officer will provide the list of finalists to the Executive Director. The Purchasing Officer will notify the finalist Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement. The final schedule for the oral presentations (if necessary) will be determined at this time.

2.2.8 Oral Presentation by Finalists (Optional)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the MRCOG address noted herein. Each presentation will be limited to one hour with an additional fifteen minutes for questions and answers.

2.2.9 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

2.2.10 Contract Negotiations

A draft Contract is made a part of this solicitation as evidenced in Exhibit A. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Executive Director. In the event that mutually agreeable terms cannot be reached within a reasonable time, defined herein as within fifteen (15) calendar days from the date that the Finalist Offeror is notified

of the award, the MRCOG reserves the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. MRCOG also reserves the right to make multiple Contract awards per element.

2.2.11 Contract Award

The Contract shall be awarded to the Finalist Offeror or Offerors whose scores on the evaluation factors specified herein is sufficiently high and who negotiates a Contract of mutually agreeable terms with the MRCOG within a reasonable time as defined in this solicitation. Contracts will be awarded to multiple offerors based on the applicable Element that they have submitted a response to.

Contracts are not valid until signed by all parties to the Contract issued in response to this RFP.

2.2.12 Protest of Award

An Offeror who has submitted a responsive Offer on this RFP may protest the award of a Contract resulting from the RFP. The protest must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest period will begin on the day following the Contract award and will end at close of business on the following fifteenth calendar 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 grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

Phil Pino
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Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the MRCOG procurement policy, the New Mexico Procurement Code and if applicable Federal regulations.

MRCOG requires that all Offerors agree to be bound by the “General Requirements” contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the “Conditions Governing the Procurement” section in the letter of transmittal. However, submission of a proposal constitutes acceptance of the evaluation factors contained specified in this RFP.

2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this RFP will be solely responsible for fulfillment of the Contract with MRCOG. MRCOG will make payments only to the prime Contractor when they are approved by State of New Mexico DFA requirements (Reference Section 3 of Exhibit A).

2.3.4 Subcontractors

Intended use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be solely responsible for the entire performance of the Contract whether or not subcontractors are identified in the proposal or used in the performance of the Contract.

2.3.5 Amended Proposals

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

2.3.6 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 signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

2.3.7 Proposal Offer Firm

Responses to this RFP will be considered firm in that revisions, alteration or changes will not be considered, other than Best and Final Offers solicited by the Evaluation Committee, for a period of ninety (90) calendar days after the due date for receipt of proposals.

2.3.8 Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential or proprietary data.

2.3.9 No Obligation

This procurement in no manner obligates MRCOG to the use of any proposed professional services until a valid written Contract is awarded and approved by the appropriate authorities.

2.3.10 Termination of RFP

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

2.3.11 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will affect such termination. The Contractor will accept MRCOG's decision as to whether sufficient appropriations and authorizations are available as final.

2.3.12 Governing Law

The laws of the state of New Mexico and applicable Federal regulations shall govern this procurement and any agreement with Offerors that may result. In the case where there is disparity among applicable regulations, the most stringent regulations, those that supersede all other regulations pertaining to this RFP, shall control in the first order under this solicitation.

2.3.13 Basis for Proposal

Only information supplied by MRCOG in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

2.3.14 Contract Terms and Conditions

The contract to be executed between the MRCOG and Contractor will include language similar to that put forth in Exhibit A of this RFP. The Contract between MRCOG and a Contractor will follow the format specified by the MRCOG. However, MRCOG reserves the right to negotiate with a successful Offeror Contract provisions in addition to those contained in this RFP.

Should an Offeror object to any of the terms and conditions as contained in this Section, the Offeror should propose specific alternative language. MRCOG may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at substantive or complete substitutions are not acceptable to the MRCOG and will result in disqualification of the Offerors proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

2.3.15 Contract Deviations

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

2.3.16 Offeror Qualifications

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

2.3.17 Right to Waive Technical Irregularities

The Procurement Officer reserves the right to waive technical irregularities. The Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not

otherwise materially affect the procurement. This right is at the sole discretion of MRCOG.

2.3.18 Project Team Prohibited Activities

MRCOG employees, members or volunteers and its affiliates' employees, members or volunteers are prohibited from participating directly or indirectly in the preparation of this procurement when the employee knows that the individual or any member of the individual's family has a financial interest in the business seeking or obtaining a Contract.

2.3.19 Notice – Civil and Criminal Penalties

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

2.3.20 MRCOG Rights

The MRCOG reserves the right to accept all or a portion of the proposal of an Offeror selected for award.

2.3.21 Right to Publish

Throughout the duration of this procurement process and Contract term, potential Offerors must secure from MRCOG written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the Contract.

2.3.22 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of MRCOG. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned upon written request to the Procurement Officer after the expiration of the protest period. Offerors not selected for award of a Contract may pick up the documentation at MRCOG office within a fifteen (15) day period following the close of the protest period.

2.3.23 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.

2.3.24 Electronic and Web Site Versions of this RFP

This RFP is available by electronic means upon request to the Procurement Officer and from the following websites:

www.mrcog-nm.gov
www.riometro.org

If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offerors possession and the version maintained by MRCOG, the version maintained by the MRCOG shall govern.

2.4. Special Provisions

This procurement may be supported in part or in whole from time to time with federal and state funds. Therefore, the following certifications and requirements apply to this solicitation:

2.4.1 Prohibition Against Use of Federal Funds for Lobbying

In accordance with Federal Acquisition Regulations (FAR) 52.203-12, neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required for this solicitation as provided in Appendix 3 of this solicitation.

2.4.2 Debarment and Suspension

Pursuant to FAR 52.209-6, the Contractor shall provide certification to protect the interests related to Government-wide Debarment and Suspension, and otherwise comply with the requirements of those regulations. Certification is required as provided in Appendix 4 of this solicitation.

2.4.3 Affirmative Action/Civil Rights Compliance

In accordance with FAR 52.222-21/36, the Contractor shall adhere to Affirmative Action / Equal Employment Opportunity policies. Certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 6 of this solicitation provides that assurance.

2.4.4 Campaign Contribution Disclosure

Pursuant to the State of New Mexico Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. Certification is required as provided in Appendix 5 of this solicitation.

3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

Offerors shall submit only **one** (1) proposal for contracts associated with this RFP.

3.2 Number of Copies

ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted via email to: rfp@mrcog-nm.gov

Offerors need only submit one single electronic copy of each portion of its proposal as outlined below. EXCEPTION: Single electronic files that exceed 20mb may be Emailed as multiple Emails, which must be the least number of emails necessary to fall under the 20mb limit. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below.

The MRCOG Chief Procurement Officer will provide electronic copies to the evaluation committee.

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. Proposals shall be no longer than 20 pages (single-sided) excluding front and back covers.

Pages may be single spaced with a font of no less than number 10.

3.3.1 Proposal Organization

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

- Tab 1. Appendix 1: Proposal Form
- Tab 2. Narrative
 - a. Proposed Program/Service
 - b. Offeror Experience/Qualifications
 - C. Project Team Resources
- Tab 3. Organizational References
- Tab 4. Financial Stability
- Tab 5. Certifications
 - Appendix 3: Certification Restrictions on Lobbying
 - Appendix 4: Certification Debarment, Suspension
 - Appendix 5: Campaign Contribution Disclosure
 - Appendix 6: Certification Affirmative Action

Note that Appendix 2: Acknowledge of RFP Receipt is an optional form, submitted by Offerors who wish to receive written responses to written questions and solicitation amendments as specified in this solicitation. Certifications to be included in Tab 5 are required to ensure that an Offeror has completed a responsive proposal. The completed certifications will not count toward the page limits of the proposal. Within each section of the proposal, Offerors shall address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

3.3.2 Proposal Form

Each proposal must contain - as the first item in the organized and indexed sequence – the fully executed Proposal Form as presented in Appendix 1 of this solicitation. Failure to provide the form with all the information indicated will result in rejection of the proposal as non-responsive.

4.0 SPECIFICATIONS

Proposal narratives along with required supporting materials will be evaluated and awarded points as detailed in the Evaluation Section of this solicitation. This solicitation includes two (2) key elements which will be evaluated and ranked individually and according to three (3) evaluation factors described in Section 4.2.. Evaluation factors, including **Narrative** and three subcategories of, a. Proposed Program and Services, b. Offeror Experience and Qualifications, c. Project Team Resources, **Organizational References** and **Financial Stability** will be examined in the scoring of responsive proposals.

4.1 Key Elements

Offerors should respond in the form of a thorough narrative to the key element that they are submitting the proposal response to. Because the MRCOG is interested in securing expertise covering all elements, Offerors shall propose on the key elements described within this solicitation. Each one of the key elements will be evaluated separately and are eligible for separate awards. The lack of experience would not preclude the Offeror from being selected, although the MRCOG would expect that the Offeror's proposal accurately reflects the extent of their expertise.

4.1.1 Element 1. Bernalillo County Economic Development along Coors Blvd NW (GRO Fund appropriation \$200,000)

Offerors shall have extensive knowledge and experience in providing programs or services to contract for small business economic development along the Coors Boulevard NW in Bernalillo County. Any non-profit, individual or firm proposing on this element should demonstrate their capabilities to provide these services in their proposal response. Firms should demonstrate an understanding of these programs and services in Bernalillo County within the area described above. The MRCOG desires to access non-profits, individuals or firms with experience in effectively working with, State and local agencies. Offerors should be capable of providing these programs or services.

4.1.2 Element 2. Bernalillo County Economic Development along W Central Ave (GRO Fund appropriation \$200,000)

Offerors shall have extensive knowledge and experience in providing programs or services to Contract for small business economic development along the West Central Avenue in Bernalillo County. Any non-profit, individual or firm proposing on this element should demonstrate their capabilities to provide these services in their proposal response. Firms should demonstrate an understanding of these programs and services in Bernalillo County in the area described above. The MRCOG desires to access non-profits, individuals or firms with experience in effectively working with, State and local agencies. Offerors should be capable of providing these programs or services.

4.2 Narrative

Offerors should respond in the form of a thorough narrative to the specific Key Element that they are responding to, unless otherwise instructed. The narratives, including required supporting materials that will be evaluated and awarded points accordingly.

4.2.1 Proposed Program and Services

- a. A description of the KEY ELEMENT # that you are submitting the proposal response for; must include address, size, amenities and history of operation.
- b. A description of the KEY ELEMENT # which will funded by the awarded contract, in applicable county area.
- c. Activities required to support proposed program and/or service.

4.2.2 Offeror Experience and Qualifications

- a. Offeror shall specifically detail its knowledge and experience and approach to the applicable ELEMENT as defined in the Scope of Work described in Section 4.1.
- b. If the Offeror is a Non-Profit, it shall provide a certificate of good standing from the New Mexico Secretary of State's Office. This certificate is a requirement.

4.2.3 Project Team Resources

- a. Offerors shall provide resumes for all members of the project team and any subcontractors, if proposed.
- b. List professional affiliations, credentials and licenses for each team member, where applicable. The resumes shall emphasize experience with the Detailed Scope of Work and shall specify which team members will implement the proposed services.

4.3 Organizational References

Offerors shall provide at least a minimum of three (3) references from similar projects Performed for private, state or large local government clients within the last three years. Offerors are required to submit Appendix 7, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section 1.4. It is the Offeror's responsibility to ensure the completed forms are received on or before October 11, 2024, for inclusion in the evaluation process. Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may or may not contact any or all business references for validation of information submitted. If this step is taken, the Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Officer 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 (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per 2.3.18.

4.4 Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K (if applicable), as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and 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.

5.0 EVALUATION

5.1 Evaluation Point Summary

The following is a summary of evaluation factors with point values assigned to each. These factors, along with the general requirements, will be used in the evaluation of Offeror proposals.

<u>Evaluation Factors</u>	<u>Points</u>
1. Narrative	20
a. Proposed Program and Services	20
b. Offeror Experience and Qualifications	20
c. Project Team Resources	10
2. Organizational References	20
3. Financial Stability	10
SUBTOTAL	100
5. Oral Interview (If Necessary)	30
6. Best & Final Offers (If Necessary)	20
TOTAL AVAILABLE	150

5.2 Evaluation Process

The evaluation process will follow the steps listed below:

5.2.1 Proposal Compliance

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the solicitation. At the discretion of MRCOG, proposals deemed non-responsive will be eliminated from further consideration.

5.2.2 Contacting Offerors

The Procurement Officer may contact the Offeror for clarification of the response as specified in in this solicitation.

5.2.3 Finalist Selection

Responsive proposals will be evaluated on the factors specified herein that have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors may then be asked to participate in Oral Interviews. At the conclusion of the Oral Interviews additional points may be awarded in accordance with this section. The Evaluation Committee may then make a recommendation to the Executive Director for award or solicit Best and Final Offers from any or all of the finalists. If Best and Final Offers are solicited, the Evaluation Committee will award additional points in accordance with this section and then make a final recommendation for award to the Executive Director. Finalist Offerors providing the most advantageous proposal taking into consideration the evaluation factors specified herein will be recommended for Contract award. Please note, however, that a serious deficiency in the response of any one factor may be grounds for rejection regardless of overall score.

5.2.4 Mandatory Training

All selected recipients must attend a mandatory training session. The training(s) will be held during the week of November 11, 2024. Attendance is required for all recipients to ensure proper understanding and compliance with the GRO Fund program guidelines and expectations. Detailed information regarding the training schedule, location, and format will be provided upon selection.

**APPENDIX 1
PROPOSAL FORM
RFP#: 2025-06**

Proposing Organization	
Mailing Address	
City/State/Zip Code	
Head of Organization	
Title	
Telephone Number	Fax Number
Bid Contact Person	
Title	
Telephone Number	E-Mail Address
Contract Signatory Authority	
Title	
Telephone Number	
Tax/Legal Status	☐ Corporation ☐ For Profit ☐ Not-for-Profit ☐ Government ☐ Individual
Federal ID Number	State ID Number

1. I (We) am submitting on the procurement titled: _____
2. I (We) accept the Conditions Governing the Procurement stated in Section 2.3.1.
3. I (We) acknowledge receipt of any and all amendments to this RFP, Nos. _____ to _____.

Signature of Officer _____ Date _____

APPENDIX 2
ACKNOWLEDGEMENT OF RFP RECEIPT
RFP#: 2025-06

In acknowledging the receipt of this Request for Proposal, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, and ending with Appendix 6.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a bid for the procurement checked below at least five (5) working days prior to the bid due date, will receive copies of all potential Offeror written questions and the MRCOG's written responses to those questions as well as solicitation amendments, if any, that are issued.

Firm / Individual

Represented by	Title
Phone No.	Fax No.
E-mail Address	
Address	
City/State/Zip Code	
Signature *	Date

* Formal signature required - e-mail transmittal with scanned signature is acceptable.

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

Firm ☐ does ☐ does not **(check one)** intend to respond to this Request for Proposal.

Return to: Phil Pino
Procurement Officer
809 Copper Ave. N.W., Albuquerque, NM 87102
Phone : 505-247-1750
E-mail : rfp@mrcog-nm.gov

APPENDIX 3
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

RFP#: 2025-06

To be submitted with each bid or offer exceeding \$100,000.

I, _____ hereby certify on behalf of _____
that;
(name & title of official) (name of contractor)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

RFP#: 2025-06

To be submitted with each bid or offer exceeding \$25,000.

The Contractor, certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. sub section 3801 ET SEQ. ARE APPLICABLE THERETO.

Executed this _____ day of _____, 20____.

By: _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 5 CAMPAIGN CONTRIBUTION DISCLOSURE

RFP#: 2025-06

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means any 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the

request for bids.

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

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

Name(s) of Applicable Official(s) if any: _____



Mid-Region Council of Governments

Board of Directors Membership Roster Quorum (15)

ORGANIZATION	MEMBER	ALTERNATE
Sandoval County {2}	1. Katherine Bruch , Commissioner 2. *David Heil , Commissioner	Wayne Johnson
Village of Los Ranchos de Albuquerque {2}	1. Vacant 2. *Vacant , Mayor	
City of Albuquerque (Administration) {1}	1. *Matthew Whelan , Chief of Staff	Eric Griego-Montoya
City of Albuquerque (City Council) {6}	1. Nichole Rogers , Councilor 2. Joaquin Baca , Councilor 3. Dan Lewis , Councilor 4. *Klarissa Peña , Councilor 5. Louis Sanchez , Councilor 6. Renee Grout , Councilor	Other Councilors and Staff: Tom Menicucci, policy analysts
Albuq. Metropolitan Arroyo Flood Control Authority {1}	1. Ronald Brown	Bruce Thomson
Albuquerque Public Schools {1}	1. *Josefina Dominguez	Janelle Astorga
City of Belen {2}	1. Roseann Peralta , City Mgr	Steven Tomita
Town of Bernalillo {2}	1. *Jack Torres , Mayor 2. Vacant	Ida Fierro
Bernalillo County {3}	1. *Barbara Baca , Commissioner, Chair 2. Julie Morgas Baca , County Manager 3. Eric C. Olivas , Commissioner	Elias Archuleta Antonio Jaramillo Other Commissioners
Village of Bosque Farms {2}	1. * , Mayor 2. Vacant	Vacant
CNM	1. Vacant	
Village of Corrales {2}	1. Jim Fahey , Mayor 2. Zachary Burkett , Councilor	Ron Curry

Village of Cuba {2}	1. Richard R. Velarde , Mayor 2. Vandora Casados , Clerk/Trustee	Gilbert Dominguez, Mayor ProTem
Town of Edgewood {2}	1. Jerry Powers , Commissioner 2. Vacant	Audrey Jaramillo, Mayor
Village of Encino {2}	1. Vacant 2. Vacant	Loretta Chavez
Town of Estancia {2}	1. Amy May 2.	Stella Chavez
Village of Jemez Springs {2}	1. Vacant 2. Vacant	Vacant
Pueblo of Laguna (1)	1. Vacant	Vacant
Village of Los Lunas {2}	1. Charles Griego , Mayor 2. Erin Callahan , Dir. Community Development	Gregory D. Martin
Los Lunas Public Schools {1}	1. Ron Williams Asst. Superintendent Operations	Clair Cieremans
Middle Rio Grande Conservancy District {1}	1. *Stephanie Russo Baca	Karen Dunning
City of Moriarty {2}	1. *M. Steven Anaya , Councilor 2. Brandon Webb , Mayor	Linda Fischer
Town of Mountainair {2}	1. Jesse Davidson 2. Vacant	Peter Nieto
Town of Peralta {1}	1. Leon Otero	Vacant
City of Rio Communities {1}	Peggy Gutjhar	Lawrence Gordon
City of Rio Rancho {2}	1. *Greggory D. Hull , Mayor, Vice-Chair 2. Robert Tyler , Councilor	Matthew B. Geisel Jim Owen
Rio Rancho Public Schools	1. Vacant	Vacant
Southern Sandoval County Arroyo Flood Control {1}	1. *Ron Abramshe , Board Mbr	Cassandra D'Antonio
Village of Tijeras {2}	1. *Nicolas Kennedy 2. Michael Limón	
Torrance County {2}	1. *Kevin McCall , Commissioner 2. Janice Barela , County Mgr.	Vacant
Valencia County {2}	1. Gerard Saiz , Commissioner 2. *Jhonathan Aragon , Commissioner	Vacant
Village of Willard {2}	1. Robert Chavez , Mayor 2. Emily Sanchez , Clerk	Vacant
NON-VOTING ADVISORY MEMBERS		
ORGANIZATION	MEMBER	ALTERNATE
Kirtland Air Force Base		
Federal Highway Administration	Cynthia Vigue , Div. Administrator	Vacant
New Mexico Department of Transportation	Ricky Serna , Secretary, NMDOT	Vacant
New Mexico Department of Transportation Commission	Paul Brasher	Vacant
Pueblo of Santa Ana	Governor	Vacant
NON-VOTING ASSOCIATE MEMBERS		
None at this time		

_____ Completed by State Agency or Local Public
Body

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____ Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (position)

APPENDIX 6
CERTIFICATION REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT
OPPORTUNITY AND NONDISCRIMINATION
AHRO Form CC 2

RFP#: 2025-06

The Bidder hereby acknowledges and agrees to abide by the Special Provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations and/or requirements of the Owner for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements.	Yes ☐ No ☐
Compliance reports were required to be filed in connection with such contract or subcontract.	Yes ☐ No ☐
The Bidder has filed all compliance reports due under applicable instructions. If answer to this statement is "No", explain in detail on reverse side of this certification.	Yes ☐ No ☐

Company Name of Bidder Telephone Number

Signature FAX Number

Printed Name E-Mail Address

Title Date

Address:

**APPENDIX 7
RFP # 2025-06**

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

FOR:

(Name of Offeror)

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 to the MRCOG, e-mail at:

Name: Phil Pino, MRCOG Procurement Officer
Address: 809 Copper, NW
Albuquerque, NM 87102
Telephone: (505) 724-1750
Fax: (505) 247-1753
Email: rfp@mrcog-nm.gov

no later than 2:00 PM, October 11, 2024, and **must not** be returned to the company requesting the reference.

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

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description	
Project dates (starting and ending);	
Element you are providing a reference (i.e., Elements withing this RFP);	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

What is your level of satisfaction with the final materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

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:

EXHIBIT A
REQUEST FOR PROPOSALS
RFP#: 2025-06
DRAFT CONTRACT

MID-REGIONAL COUNCIL of GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **Mid-Region Council of Governments (“MRCOG”)**, an association of local governments within New Mexico State Planning and Development District Three with offices located at: 809 Copper Ave NW, Albuquerque, N.M. 87102 and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the MRCOG issued a request for proposals for professional services related to Programs and Services “Economic Development” (“RFP 2025-06”); and

WHEREAS, the terms and conditions of MRCOG Request for Proposals 2025-06 are incorporated by reference into this Agreement; and

WHEREAS, the MRCOG desires to engage the contractor for Programs and Services within the MRCOG region; and

WHEREAS, the Contractor is qualified and experienced in providing such services and is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties do mutually agree as follows:

1. Miscellaneous Representations

- a. The contractor is licensed or otherwise authorized to conduct the business activities described in this Agreement by all governmental agencies having jurisdiction over contractor, and Contractor has the experience and expertise to perform the program work or services required in this agreement.
- b. MRCOG has the right and power to enter into this Agreement.

2. Scope of Work.

- a. The Contractor shall personally perform program work or services as described in the Scope of Work below and as referenced in Exhibit B of this agreement in a satisfactory and proper manner and perform all matters necessary or incidental to the described services as determined by MRCOG. Appropriate Element Box must be checked below:

☐ Element 1. Bernalillo County Economic Development along Coors Blvd NW
☐ Element 2. Bernalillo County Economic Development along W Central Ave
- b. Staffing. MRCOG designates Marisa Esquivel as MRCOG GRO Fund Coordinator. The Contractor shall keep the GRO Fund Coordinator fully informed on all aspects of its performance of programs and or services. The GRO Fund Coordinator will review and approve Contractor’s invoices prior to payment. In the absence of the GRO Fund Coordinator, the GRO Project Manager shall serve as the project manager.

3. Compensation.

- a. Contracted Vendor shall present to MRCOG invoices and supporting documentation for project expenses. MRCOG will review all reimbursement requests and documentation and submit a reimbursement request to State of New Mexico DFA for processing. Payment for the reimbursable expenses shall be made within thirty (30) days of submittal subject to MRCOG's receipt of funds from State of New Mexico DFA.
- b. Reports Required. Contractor shall attach to the invoice a detailed work effort and progress report in a format mutually agreed upon by the MRCOG GRO Fund Coordinator and the Contractor. Payments shall be made only after verification and acceptance of the progress reports by the MRCOG GRO Fund Coordinator.
- c. Verification of Invoices. The MRCOG shall be entitled to verify the personnel time and other costs charged to MRCOG pursuant to the provisions of this Agreement.
- d. For and in consideration of all services performed under the terms of this Agreement, the total amount payable by the MRCOG to the Contractor shall be an amount not to exceed \$_____.
- e. This agreement is for ELEMENT #.

4. Sufficient Appropriation

- a. As noted in section 2.3.11 of the RFP Solicitation, any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will affect such termination. The Contractor will accept MRCOG's decision as to whether sufficient appropriations and authorizations are available as final.

5. Reports, Information, and Ownership of Documents

- a. Reports and Information. During the performance of this Agreement and upon the completion or earlier termination of the services required under this Agreement, Contractor shall furnish MRCOG such statements, records, reports, data and information as requested by MRCOG pertaining to matters covered by this Agreement.
- b. Release of Information. Contractor shall not release any data, reports, or other information of any nature whatsoever to any entity or person other than to MRCOG.
- c. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The MRCOG shall have the unrestricted authority and right to copyright, publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials (hereafter "Materials") prepared under this agreement. Contractor may use Materials created under this Agreement as reference and research materials and as representations of the services performed under this agreement only after the Materials are completed and accepted by the MRCOG, provided that such Materials shall not include the MRCOG's confidential or proprietary information, to the extent the MRCOG provides Contractor with notice that such materials are considered confidential or proprietary by the MRCOG. The MRCOG shall provide professional credit for Contractor in promotional materials for services rendered pursuant to this Agreement, if so, requested in writing by Contractor.

6. Establishment and Maintenance of Records

- a. Records shall be maintained by Contractor in accordance with applicable law and requirements prescribed by MRCOG with respect to all matters covered by this Agreement. Except as otherwise authorized by MRCOG, such records shall be maintained for a period of three (3) years after receipt of final payment under this agreement.

7. Term. This Agreement is effective on the date signed by the MRCOG Executive Director and shall remain in effect until June 30, 2026, unless it is terminated earlier pursuant to Section 4 of this agreement.

8. Options to Extend

- a. Based on State of New Mexico GRO Fund appropriations, the MRCOG may or may not extend the term of this Agreement for up to two (2) years by written notice to the Contractor. If feasible, MRCOG shall give Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Agreement expires. The preliminary notice does not commit MRCOG to an extension, and any

absence of notice shall not affect the validity of any exercise of the option to extend the term of this Agreement.

- b. If the MRCOG exercises this option to extend the term of the Agreement, the extended Agreement shall be considered to include this option provision.
 - c. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed four (4) years.
9. **Termination.** This Agreement may be terminated without cause by either of the parties upon ten days written notice to the other party. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination.
10. **Status of Contractor.** The Contractor is an independent contractor and is not an employee of the MRCOG.
11. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the MRCOG. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.
12. **Subcontracting.** The Contractor shall not subcontract any portion of the services performed under this Agreement without prior approval of the MRCOG.
13. **Insurance**
- a. Professional Liability Insurance. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, Professional Liability (errors and omissions) insurance in the amount not less than One Million Dollars (\$1,000,000) combined single limit of liability per occurrence with a general aggregate of (\$1,000,000).
14. **Indemnification Agreement**
- a. General Indemnification. The Contractor agrees to indemnify and hold harmless the MRCOG, including its officers, employees or agents, against all liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, claims, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents.
 - b. Insurance. The indemnity required herein shall not be limited by the specification of insurance coverages in this Agreement.
 - c. Survives the Term. This indemnification agreement shall survive the term of this agreement.
 - d. Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the MRCOG and on behalf of the MRCOG, (c) and satisfy judgements finally establishing the liability of the MRCOG in all actions for which the Contractor is obligated to indemnify the MRCOG including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against MRCOG in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by MRCOG for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.
 - e. Miscellaneous. MRCOG shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which contractor is required to indemnify MRCOG. In the event MRCOG fails to give Contractor notice of any such demand, notice, summons, or other process received by MRCOG, and such failure to give said notice shall result in prejudice to Contractor in its defenses of any action or legal proceeding in which Contractor is required to indemnify the MRCOG, then such failure or delay shall release Contractor of its liability as set forth in this indemnification agreement, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing

in this section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against MRCOG. This section shall not be construed as a waiver of the MRCOG's immunity. The provisions of this section shall not be construed to prohibit Contractor from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Contractor indemnifies the MRCOG.

15. **Records and Audit.** The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the Contractor for inspection by the MRCOG, or the entity's designee upon written request of the MRCOG. The MRCOG has the right to audit both before and after payment. Payment under this Agreement is not a waiver of the right of the MRCOG to recover excessive or illegal payments.
16. **Release.** Upon receipt of final payment of the amount due under this Agreement, the Contractor shall release the MRCOG, its employees and the MRCOG from all liabilities, claims and obligations arising from or under this Agreement.
17. **Authority.** The Contractor agrees not to purport to bind the MRCOG to any obligation not assumed in this Agreement by the MRCOG, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
18. **Compliance with Laws.** In performing services pursuant to this Agreement, the Contractor shall comply with the laws of the State of New Mexico and the policies of the MRCOG.
19. **Conflict of Interest.** The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement.
20. **Amendment.** This Agreement shall not be changed or supplemented except by a written instrument executed by the parties.
21. **Scope of Agreement.** This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.
22. **Notice.** This Agreement is subject to the applicable provisions of the Procurement Code. That act imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
23. **Equal Opportunity Compliance.** The Contractor agrees to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, gender, sexual orientation, age or handicap, be excluded from employment or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the MRCOG and the Contractor have executed this Agreement as of the date of signature by the MRCOG Executive Director written below.

By: _____

Date: _____

Dewey V. Cave,
MRCOG Executive Director

Vendor
Title

Date: _____

APPROVED AS TO FORM:

Larry Horan,
MRCOG General Counsel

Date: _____

EXHIBIT B

SCOPE OF SERVICES

EXHIBIT C Sample CERTIFICATE OF INSURANCE FORM

PRODUCER						
INSURED						
	COMPANY					
<u>COVERAGES:</u> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE						
CO.	POLICY	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS		
GENERAL LIABILITY* _____ COMMERCIAL GENERAL LIABILITY _____ CLAIMS MADE _____ OCCUR. _____ OWNER'S & CONTRACTOR'S PROTECT.						
AUTOMOBILE LIABILITY * _____ ANY AUTO _____ ALL OWNED AUTOS _____ HIRED AUTOS				BODILY INJURY	\$	
				BODILY INJURY	\$	
EXCESS LIABILITY *				EACH OCCURRENCE	\$	
WORKERS' COMPENSATION AND						
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER		MODIFICATION/CANCELLATION: THE ABOVE IDENTIFIED POLICY (POLICIES) OF INSURANCE SHALL NOT BE MATERIALLY CHANGED OR ALTERED, OR CANCELED WITHOUT FIRST GIVING THIRTY (30) DAYS ADVANCE				