



Village of Jemez Springs

REQUEST FOR PROPOSALS

South Mooney Bridge Plan & Design – Phases 1-4

Project funded by NMDOT

Issued: July 16, 2026
Village of Jemez Springs
RFP No. 2026-02

REQUEST FOR PROPOSALS (RFP)

South Mooney Bridge Plan & Design – Phases 1-4

RFP # 2026-002

ISSUED BY:

Village of Jemez Springs

80 Jemez Springs plaza (mailing: PO Box 269)

575-829-3540 /<https://www.jemezsprings-nm.gov/>

DATE ISSUED: July 16, 2026

PROPOSAL DUE DATE: August 13, 2026 at 2pm MST/MDT

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Village of Jemez Springs (the "Village") is soliciting sealed proposals from qualified engineering firms to provide professional engineering services for the planning, design, and environmental clearance of the South Mooney Bridge replacement. The project involves the replacement of a 50' single-lane pony truss bridge on Mooney Blvd over the Jemez River. The project will include long range planning, prioritization and programming, study scoping and conceptual design, and preliminary and final design for the South Mooney Bridge.

B. BACKGROUND INFORMATION

The Village has entered into a Cooperative Grant Agreement (Control No. HW2LP60061) with the New Mexico Department of Transportation (NMDOT) under the Transportation Project Fund (TPF). The total project funding is \$1,000,000.00, comprised of NMDOT TPF funds and a State Match Waiver. The project is intended to address the aging infrastructure of the South Mooney Bridge to ensure public safety and connectivity.

C. SCOPE OF PROCUREMENT

The scope of this procurement is to select a qualified Offeror to perform Phases 1-4 of the project development process. This includes long-range planning, prioritization and programming, study scoping and conceptual design, and preliminary and final design.

Note on Procurement Method: As this solicitation is for professional engineering services, this RFP shall follow a Qualifications-Based Selection (QBS) process in accordance with NMSA 1978, §13-1-120. Price will not be a weighted factor in the initial ranking of proposals.

D. PROCUREMENT MANAGER

The Village has assigned a Procurement Manager who is responsible for the conduct of this procurement.

Heather Gutierrez
Village Procurement Officer
80 Jemez Springs Plaza (mailing: PO Box 269)
Jemez Springs, NM 87025
Phone: 575-829-3540
E-mail: voffice@jemezsprings-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.

E. DEFINITIONS

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

"Close of business" means 4:00 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", "preferably", or "prefers" identifies a desirable or discretionary item or factor (as opposed to "mandatory").

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

"Evaluation Committee Report" means a document prepared by the Procurement Officer and the Evaluation Committee for submission to the Mayor 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.

"Offeror" is any person, corporation, or partnership who submits a proposal.

"Procurement Officer" means the person or designee authorized by the Mayor 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 Mayor will make the final determination as to whether an Offer is responsive.

"Village" means the Village of Jemez Springs of New Mexico.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule. Dates are subject to change.

Action	Responsible Party	Due Date
1. Issue RFP	Village	July 16, 2026
2. Deadline to Submit Written Questions	Potential Offerors	July 30, 2026
3. Response to Written Questions	Procurement Manager	August 5, 2026
4. Proposal Due Date	Offerors	August 13, 2026
5. Proposal Evaluation	Evaluation Committee	August 26, 2026
6. Selection of Finalists / Interviews (if needed)	Evaluation Committee	Week of August 31 st
7. Contract Negotiation (Price)	Village & Finalist	Week of September 7 th
8. Submission to NMDOT for Concurrence & Notice of Obligation (NOO)	Village	September 14, 2026
9. Contract Award & Execution	Village Council	September 28, 2026

Note: The Village cannot issue a Notice to Proceed or make payments until the Notice of Obligation (NOO) is received from NMDOT, as required by the T/LPA Handbook. Firm must be on the NMDOT list of pre-qualified contractors.

B. EXPLANATION OF EVENTS

i. Pre-Proposal Conference

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

ii. 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 June 22, 2026. The Procurement Officer will provide a written response in the form of an addendum.

iii. 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 1 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.

iv. 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.

v. Submission of Proposal

All proposals must be received by the Procurement Officer or designee **no later than 2:00 p.m. (MST) on August 13, 2026**. 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 D 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.

vi. 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.

vii. Selection of Finalists

The Purchasing Officer will provide the list of finalists to the mayor. 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.

viii. 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 Village address noted herein. Each presentation will be limited to one hour with an additional fifteen minutes for questions and answers.

ix. 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.

x. Contract Negotiations

A Contract shall be executed that meets all requirements of NMDOT. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Mayor. 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 Village reserves the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. The Village also reserves the right to make multiple Contract awards per element.

xi. 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 Village within a reasonable time as defined in this solicitation. Contracts will 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.

Heather Gutierrez
Village of Jemez Springs
80 Jemez Springs Plaza (mailing: PO Box 269)
Jemez Springs, NM 87025
Phone: 575-829-3540
E-mail: voffice@jemezsprings-nm.gov

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

The Village 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.

1. Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the evaluation factors contained in Section V of this RFP in the letter of transmittal. However, submission of a proposal constitutes acceptance of the evaluation factors contained specified in this RFP.

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.

3. Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this RFP will be solely responsible for fulfillment of the Contract with the Village. The Village will make payments only to the prime Contractor when they are approved by State of New Mexico NMDOT requirements.

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.

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. Village personnel will not merge, collate, or assemble proposal materials.

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.

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.

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.

9. No Obligation

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

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 the Village determines such action to be in the best interest of the Village.

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 the Village's decision as to whether sufficient appropriations and authorizations are available as final.

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.

13. Basis for Proposal

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

14. Contract Terms and Conditions

The contract to be executed between the Village and Contractor will include language required by NMDOT. The Contract between the Village and a Contractor will follow the format specified by the Village. However, the Village 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. The Village 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 Village 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.

15. Contract Deviations

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

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.

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 the Village.

18. Project Team Prohibited Activities

Village 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.

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.

20. Village Rights

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

21. Right to Publish

Throughout the duration of this procurement process and Contract term, potential Offerors must secure from the Village 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.

22. Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the Village. 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 the Village office within a fifteen (15) day period following the close of the protest period.

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.

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 website:

<https://jemezsprings-nm.gov>

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 the Village, the version maintained by the Village shall govern.

25. Special Provisions

This procurement may be supported in part or in whole from time to time with federal and state funds.

26. 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 2 of this solicitation.

27. 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 3 of this solicitation.

28. 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 5 of this solicitation provides that assurance.

29. 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 4 of this solicitation.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF COPIES

Offerors shall deliver one (1) proposal to the location specified in Section I, Paragraph D on or before the closing date and time. Electronic submission is also accepted on or before the closing date and time and submitted only to:

voffice@jemezsprings-nm.gov

B. PROPOSAL FORMAT

Proposals must be organized and indexed in the following format:

1. Signed Letter of Transmittal (Must identify the person authorized to negotiate the contract).
2. Table of Contents
3. Response to Technical Specifications (Addressing the Evaluation Criteria in Section V).
4. T/LPA Certification Proof (Mandatory - See Section IV.B).
5. Business Specifications (Campaign Contribution Form, Conflict of Interest, etc.).
6. Resident Business/Veteran Certificate (If applicable for preference points).

IMPORTANT: Do NOT include a Cost Proposal in the initial submittal. Cost will be negotiated with the highest-ranked offeror after selection, pursuant to NMSA 1978, §13-1-120.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The successful Offeror will be responsible for Phases 1-4 of the South Mooney Bridge project. The services required include, but are not limited to:

1. Phase 1: Planning & Programming: Long-range planning and prioritization to ensure the project meets NMDOT TPF requirements and local needs.
2. Phase 2: Study Scoping & Conceptual Design: Development of bridge alignment options, structural type selection (pony truss replacement), and hydrological studies of the Jemez River crossing.
3. Phase 3: Preliminary Design & Environmental Compliance:
 - o Development of 30% and 60% design plans.
 - o Environmental/Clearances: the Offeror shall ensure compliance with all applicable state and federal environmental laws (e.g., Cultural Properties Act, Endangered Species Act).
 - o NMDOT Coordination: Full NMDOT Certifications (Environmental, ROW, Utility, etc.) are generally not required for 100% State Funded projects unless the project impacts NMDOT Right-of-Way. However, the Offeror must coordinate with the NMDOT District Capital Project Coordinator to confirm clearance requirements and ensure all necessary reviews are completed.
4. Phase 4: Final Design:
 - o Development of 90% and 100% Plans, Specifications, and Estimates (PS&E).
 - o Preparation of bid documents for construction.
 - o Design Standards: Designs shall be in accordance with the Village's established design standards or AASHTO standards. NMDOT design standards may be used where appropriate or where Village standards do not exist.

B. TECHNICAL SPECIFICATIONS & MANDATORY REQUIREMENTS

Offerors should respond in the form of a thorough narrative to each specification below:

1. MANDATORY REQUIREMENT: T/LPA Certification:
 - o The Offeror must identify the Engineer of Record for the project.
 - o Requirement: The Engineer of Record MUST possess a current NMDOT T/LPA (Tribal/Local Public Agency) Certification.
 - o *Proof of this certification must be included in the proposal. Failure to provide this will result in disqualification.*
2. Specialized Design and Technical Competence: Describe the firm's specific experience with bridge replacement projects, particularly over waterways (Jemez River) and involving pony truss structures.

3. Capacity and Capability: Describe the firm's ability to perform the work within the time limits. The Grant Agreement funding expires June 30, 2028; the Offeror must demonstrate the ability to complete Phases 1-4 well before this deadline to allow for construction.
4. Past Record of Performance: Provide a minimum of three (3) references from similar projects (preferably NMDOT TPF or LGRF funded) regarding cost control, quality of work, and ability to meet schedules.
5. Familiarity with the Village of Jemez Springs: Describe knowledge of the local terrain, the Jemez River hydrology, and specific challenges related to the Mooney Blvd site.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following weighted factors will be used in the evaluation of proposals.

Evaluation Factor	Points Available
Mandatory Requirement	
Engineer of Record T/LPA Certification	Pass/Fail
Technical Factors	
1. Specialized Design and Technical Competence	30
2. Capacity and Capability (Staffing/Timeline)	25
3. Past Record of Performance	25
4. Familiarity with Contracting Agency (Village)	10
5. Work to be done in New Mexico	10
Total Technical Score	100
Preferences (Bonus Points)	
Resident Business Preference (if valid certificate provided)	+10
Resident Veteran Business Preference (if valid certificate provided)	+10

Note: Preferences are non-cumulative; an Offeror is eligible for only one preference.

B. EVALUATION PROCESS

1. Initial Review: Proposals will be reviewed for compliance with mandatory requirements (T/LPA Certification, Campaign Contribution Form, timely

submission). Proposals missing the T/LPA Certification will be deemed non-responsive.

2. Committee Evaluation: An Evaluation Committee will score the technical proposals based on the criteria above.
3. Selection: The Committee will rank the Offerors. The highest-ranked Offeror will be selected for contract negotiation.
4. Negotiation: The Village will negotiate a fair and reasonable price with the top-ranked firm. If an agreement cannot be reached, negotiations will be terminated and initiated with the second-ranked firm.

APPENDICES (Required Forms)

- Appendix 1: Acknowledgement of RFP Receipt Form (To be returned immediately upon receipt of RFP).
- Appendix 2: Certification Regarding Restrictions on Lobbying
- Appendix 3: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Appendix 4: Campaign Contribution Disclosure Form
- Appendix 5: Certification Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination

APPENDIX 1 ACKNOWLEDGEMENT OF RFP RECEIPT

RFP#: 2026-02

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 5.

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 Village'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: Heather Gutierrez
Procurement Officer
80 Jemez Springs Plaza
(mailing: PO Box 269)
Jemez Springs, NM 87025
Phone : 575-829-3540
E-mail : voffice@jemezsprings-nm.gov

APPENDIX 2 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

RFP#: 2026-02

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

I, _____, on behalf of _____
(name & title of official) (name of contractor)

certify that:

- 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 _____, 2026.

By: _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP#: 2026-02

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 _____, 2026.

By: _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4 CAMPAIGN CONTRIBUTION DISCLOSURE

RFP#: 2026-02

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 engineering services for planning, design, and environmental clearance of the South Mooney Bridge replacement** 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: _____

_____ 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 5 CERTIFICATION REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

RFP#: 2026-02

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 ☐
<u>The Bidder</u> 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:

