



REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 23-24-20

Outdoor Recreational Master Plan for San Juan County

County Executive Office

Return Sealed Proposals to:

SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Attn: Kathy Begay, Buyer
Phone: 505-334-4556 E-Mail: kbegay@sjcounty.net

PRE-PROPOSAL CONFERENCE: February 21, 2024
TIME: 10:00 a.m. (Local Time)
Administration Conference Room
100 S. Oliver Dr., Aztec, NM 87410

CLOSING DATE: March 14, 2024
TIME: 5:00 p.m. (Local Time)
Central Purchasing
213 S. Oliver Dr., Aztec, NM 87410

***Pre-Proposal meeting is in-person or virtual. Please submit the Acknowledgement form to and a meeting invite will be sent.**

NIPG Code: 918.92 Urban Planning Consulting

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- **Proposal of Offeror Form must be completed in full and returned with the Proposal Offer.**
 - This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
 - Do not return the Request for Proposal (RFP) in case of "No Response".
 - Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Faxed Proposals will not be accepted.**
 - **Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror. Submit Proposal Offer in accordance with the Request for Proposal.**

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: 23-24-20

OUTDOOR RECREATIONAL MASTER PLAN FOR SAN JUAN COUNTY

17 PAGES (INCLUDING ACKNOWLEDGEMENT, AND CAMPAIGN DISCLOSURE FORM).

NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

OFFEROR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

RETURN TO:
Kathy Begay
Buyer
213 S. Oliver Dr.
Aztec, NM 87410
Phone (505) 334-4556
kbegay@sjcounty.net

**Faxed copies of the Acknowledgement of Receipt Form will be accepted.
Faxed Proposal responses will not be accepted.**

TERMS AND CONDITIONS (Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and five (5) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 6-8, with each tab as a different folder.
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents, and employees, have any interest and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s) and shall be clearly identified as an amendment. The County will not merge, collate, or assemble proposal materials.
6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes 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 data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms, and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District

Court, San Juan County, State of New Mexico.

13. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Request For Proposal, the Response of the successful Offeror, a separate written contract, and the County's Purchase Order.

14. CONTRACT TERMS AND CONDITIONS. A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions, or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

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

15. CONTRACT AMENDMENTS. The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.

16. TERMINATION OF CONTRACT. In case of a breach on any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

In addition, any contract awarded as a result of the Request For Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

17. SPECIFICATIONS. It is the intent of the County to make this Request For Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.

18. INDEMNITY. The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees, or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

19. LICENSING. The Offeror awarded the contract shall possess a current license in the State of New Mexico, and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.

20. STATUS OF OFFEROR. The successful Offeror and its officers, directors, agents, and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.

21. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS. The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful

Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.

- 22. NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 23. TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.
- 24. ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.
- 25. RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
- 26. OWNERSHIP OF PLANS.** The County shall receive a mylar original of the bid plans which will include a San Juan County cover sheet. The Offeror awarded the contract acknowledges that the reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents of the successful Offeror are instruments of service, not products. Although ownership of such documents is normally retained by the Offeror, they nonetheless shall on this project become the property of the County. Plans, drawings, and other similar documents shall not be reproduced, copied, or duplicated without the express written authorization of the County.

The County agrees that no such documents will be subject to unauthorized re-use without written authorization of the successful Offeror to do so. Such authorization is essential because it requires the successful Offeror to evaluate the documents' applicability to new circumstances, not the least of which is the passage of time. In return for the successful Offeror's relinquishment of ownership, the County agrees to defend, indemnify, and hold the successful Offeror harmless from any claim or liability for injury or loss allegedly arising from unauthorized re-use of the successful Offeror's instruments of service. The Owner further agrees to compensate the successful Offeror in defense of any such claim, in accordance with the successful Offeror's prevailing fee schedule and expense reimbursement policy.

- 27. PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Offeror and shall be in form satisfactory to the County.
- 28. CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.
- 29. INSURANCE.** The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act. The successful Offeror must also carry and maintain during the period of the contract Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00, from an insurance company or companies with a Best Rating of A, or better.

Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer. The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:

A. FORM OF PROPOSALS.

To be considered for award of a contract pursuant to this request for proposals, each proposal Offer shall contain the materials required herein, and comply with the format described. The Offer shall contain a response to the specifications and requirements and address other items which may be identified within the Evaluation/Award section. Failure to provide the required documentation and information as requested may result in rejection of the Offeror's Proposal.

B. PROPOSAL FORMAT/CONTENTS.

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

SECTION 1. TRANSMITTAL / COVER LETTER.

- 1) **IDENTIFY THE OFFEROR AND CONTACT PERSON.** Offeror shall identify the organization submitting the proposal and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Offerors shall include the names, titles, and telephone numbers of persons whom the County may contact for clarification or further information.
- 2) **BIND THE OFFEROR.** Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- 3) **ACCEPTANCE OF TERMS.** Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Signed Proposal of Offeror Form. Each Offeror shall acknowledge receipt and acceptance of any and all addendums.
- B. Current Certificate of Insurance.
- C. Signed Campaign Contributions Disclosure Form.
- D. New Mexico In-State Resident / Native American Business/ Veterans / Native American Veteran's Preference Certificate, if applicable.

IN-STATE RESIDENT / NATIVE AMERICAN BUSINESS PREFERENCE.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 8% in-state resident / Native American business preference, the Offeror shall include a valid copy of the in-state resident preference number Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department.

All Offerors/Contractors may apply for an In-State Resident Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

RESIDENT VETERANS / NATIVE AMERICAN VETERAN'S PREFERENCE.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, to be eligible for the 10% resident veterans / Native American veteran's preference, the Offeror shall include a valid copy of the resident veterans preference Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

CRITERIA.

POINTS.

New Mexico Business/Veterans Preference Points

+10% of Total Points

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

SECTION 3. INTRODUCTION AND BACKGROUND.

Each Offeror shall provide an Overview of current and prior experience in work comparable to the scope of services required in this Request for Proposals.

SECTION 4. QUALIFICATIONS OF PRINCIPAL PERSONNEL.

Provide a list of staff who will be providing the proposed services/treatment. Background, qualifications, education, training, and years of experience of key personnel shall be included. Identify special skills or strengths of key personnel.

Offerors must show evidence of current licenses, and in-good-standing required endorsements to perform such services. Include copies of all licenses with this proposal.

SECTION 5. REFERENCES.

Provide a listing of three (3) public agency references consisting of clients for whom the same or similar type of services are currently being provided or have been provided within the past three years. Include a description of the projects. The Offeror shall provide the name, address, and phone number of a contact person for each of the three references. The County reserves the right to contact clients for reference checks.

SECTION 6. RESPONSE TO SPECIFICATIONS AND REQUIREMENTS.

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal, including a response to other items identified in the Evaluation/Award section. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as detailed and specific as possible.

SECTION 7. COST OF SERVICES.

Each Offeror shall provide a cost proposal with its Offer showing itemized cost. All estimated expenses should be included in the cost proposal. Cost-plus-a-percentage-of-cost is not allowed per N.M. Procurement Code 13-1-149.

SECTION 8. OTHER SUPPORTING OR RESOURCE MATERIAL.

Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the project.

PROJECT DESCRIPTION

Project Overview

Introduction/Statement of Purpose

San Juan County is seeking proposals from qualified consulting firms to provide services to the community to develop a Trails and Recreation Master Plan. *The mission of San Juan County is to provide responsible public services through the direction of the County Commission while striving to be professional, courteous, and committed to improving the quality of life for the citizens it serves.*

The plan should create a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, recreation facilities and programs throughout the community now and into the future. San Juan County is seeking a system-wide approach to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios.

The Parks and Recreation Master Plan that will be created from this work will be a guiding document for future development and redevelopment of the community's system of trails, parks, green space, recreation, recreation facilities and programs over the next 20-years.

Background

SJC Background

San Juan County is situated in New Mexico, USA. According to the 2020 census, its population reached 121,661, making it the fifth-most populous county in New Mexico. Situated in San Juan County, New Mexico, Farmington has a population of 46,624 people as per the 2020 census. Farmington, along with the surrounding San Juan County, constitutes one of the four Metropolitan Statistical Areas (MSAs) in the state of New Mexico. San Juan County occupies the northwest corner of the state, encompassing the New Mexico segment of the Four Corners region. San Juan County boasts diverse physical features, including three prominent rivers: the San Juan, Animas, and La Plata rivers. Additionally, it is adorned with natural wonders such as the Chuska Mountains and Shiprock Pinnacle to the west, as well as volcanic structures, buttes, mesas, badlands, and fertile river valleys.

Demographic Data

SJC Data

As per the U.S. Census Bureau, the county spans a total area of 5,538 square miles (14,340 km²), with 5,513 square miles being land and 25 square miles consisting of water. Notably, Indian reservations and off-reservation trust lands cover a significant portion of the county's land area, comprising 63.4%. Specifically, the Navajo Nation occupies 63.45%, and the Ute Mountain Ute Tribe Reservation accounts for an additional 2.93%. 6% privately owned (94% tribal, federal, state, local government ownership).

SEQUENCE OF EVENTS

<u>Action</u>	<u>Date</u>
1. Submission of Proposal (5:00 pm Local Prevailing Time (atomic clock))	March 14, 2024
2. Proposal Review	March 25, 2024
3. Contract Award Expected	April 2024
4. Execution of Contract	April 2024

The timeline that is projected for the preparation and completion of the Outdoor Recreation Master Plan for San Juan County is eleven (11) months from the County Commission award date.

SCOPE OF WORK / SPECIFICATIONS AND REQUIREMENTS

Recreation Context

San Juan County is soliciting written proposals from qualified consultants to provide professional services to assist in the development of an Outdoor Recreation Trail & Master Plan for San Juan County, NM. The project cost for services shall not exceed the budgeted amount of \$99,999.00. The awarded Offerer's Master Plan shall be presented to the San Juan County Commission for review and approval before contract execution.

Project Description

San Juan County is seeking proposals from qualified consulting firms to provide services to the community to develop a Trails and Recreation Master Plan. The community has a strong commitment to provide fair and just access to high-quality trails, green space, recreation facilities and programs for all members of the community and this master plan will help us achieve our commitment. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the community's recreation system, green space, trails, recreation facilities and

program development for the next 20 years. The consultant will work closely with community staff, applicable boards, Advisory 7 other key stakeholders in preparing the Outdoor Recreation Master Plan. The consultant will create a product for distribution to the public. The Consultant will also be responsible for deliverables listed below.

Deliverables

Meetings. The following are the minimum meeting requirements for the plan. Consultant shall identify any additional anticipated meetings in the proposal.

- i. Initial Kick-off meeting with County staff
- ii. Public information/input meeting
- iii. Information/input meeting with SJC County Stakeholders (4 meetings) at least 3 three in person meetings.
- iv. A minimum of one work session meeting with County staff at preliminary plan development
- v. Preliminary plan presentation to County staff.
- vi. Final plan presentation to County Commission
- vii. Preliminary Plan:
 - a. Three paper copies and one electronic format of the Preliminary Plan including maps, graphics, public input and survey data and recommendations.
- viii. Final Plan:
 - a. Ten paper copies and one electronic format of Final Plan.
 - b. Final plan to include executive summary with “dashboard” style assessment of inventory and County needs, including pictographs.
 - c. Final plan shall include a package of original file types for videos, graphics, charts, models, tables, maps (shapefiles, etc.), and any other supporting documents.

Outdoor recreation plays a crucial role in San Juan County's lifestyle, offering many unique trails and recreation areas such as Cox Canyon, Angle Peak, Bisti/De-Na-Zin Wilderness, Aztec Ruins, and Chaco Canyon. The county boasts expansive Bureau of Land Management (BLM) lands and Navajo Lake State Park, providing a diverse range of recreational opportunities for both residents and visitors. Despite possessing various assets and involving multiple land managers, San Juan has faced challenges in establishing a unified vision for the sustained stewardship and enjoyment of its recreational resources.

This plan addresses these challenges by incorporating feedback from land managers, county residents, and visitors. The resulting document offers a comprehensive overview of the current state of recreation in the county while presenting a clear vision for the future of San Juan County's trails and recreation areas.

An enduring outdoor recreation and trails master plan plays a pivotal role in enhancing the quality of life and overall well-being of a community. San Juan County is actively pursuing a comprehensive outdoor recreation and trails master plan tailored to the needs of the San Juan community. This visionary blueprint will serve as a compass for the forthcoming two decades, steering the evolution of recreational amenities, park spaces, and trail networks. The endeavor of a recreation master plan transcends mere development; it nurtures communities to flourish in health, advocates for the safeguarding of nature, kindles economic vitality, and ensures fairness in transportation access. Evidently, the objectives of parks and recreation systems, as highlighted by the National Recreation and Parks Association, often harmonize with the tenets of active transportation. Therefore, it is prudent for local governmental decision-makers to contemplate strategies encompassing infrastructure, amenities, and initiatives that simultaneously cater to the realms of recreation and active transportation. The core objectives of this endeavor encompass the establishment of a policy and philosophical groundwork to:

- Foster public health, well-being, and an enhanced quality of life through both organized and self-directed passive and active recreational pursuits.
- Address the diverse recreational and fitness requisites spanning various generations, including youth, adolescents, adults, and seniors within San Juan County.
- Guarantee that existing and forthcoming residential neighborhoods are not only served by, but also enjoy reasonable accessibility to local and community parks & trails.
- Cultivate a park and or trail system designed to uplift the physical aesthetics and appeal of the San Juan County. Dedicate parkland and an array of recreational facilities and programs to fulfill the ultimate recreational needs and aspirations of the San Juan County population.
- Devote resources to an open space network that interconnects trails, parks, open space, educational institutions, establishments, residential clusters, greenbelts, natural preserves, open expanses, and cultural

landscapes.

Elevating the well-being of both residents and visitors, San Juan County is amplifying the economic worth of the community, recognizing that the allure of a locale often rests upon its available amenities. In this context, outdoor recreation assumes a pivotal role by rendering a more resilient, equitable, increased engagement, and reducing crime within the community, which ultimately fosters a sense of place. In alignment with this vision, San Juan County is actively pursuing an outdoor recreation and trail master plan that intricately weaves recreational opportunities into the fabric of both the constructed and natural landscapes within the expansive four corners region.

Scope of Work

The following are specific needs and wants.

Scope of Work. The consultant will take the lead role in all public forums, workshops, meetings, and hearings. County staff will provide a supporting role during this process. The expectation is that the consultant will utilize a variety of methods to gather input from stakeholders in the community, including but not limited to, town hall meetings, public hearings, open houses, and through social media. The consultant will furnish all required labor, materials, supplies, and travel required in connection with the project. The plan shall incorporate the following elements using a phased approach.

Phase I Deliverables: a. An evaluation and review of existing land uses, recreation amenities, and any existing master plans from within San Juan County and cities within San Juan County. Consultant shall report on findings and recommendations based the County's and stakeholders anticipated goals. b. General map showing potential locations for recreation offerings in the Count. c. Description of barriers to development (i.e., regulatory, legal, infrastructure, etc.) and strategies to facilitate implementation. d. Executive summary and findings on conceptual future development and recreation facilities in the San Juan County's unincorporated areas.

Phase II Deliverables: a. List of potential projects that enhance the outdoor recreation offerings in the San Juan County, including, but not limited to lake area, Mountain Bike Trails, river recreation, hiking, and other outdoor recreation amenities. b. Cost projections of recommendations with outline of possible funding sources, and the feasibility of sustaining any improvements. Including the economic value back to San Juan County and the local businesses. c. Community needs assessment based on recreational trends, regional market analysis, and stakeholder engagement. Implementation strategies. The Scope of Work will be refined with the selected consultant through discussions with federal, state, and local officials.

Internal Assessment and Project Administration

- Provide San Juan County with a presentation of your approach to the planning process and provide six (6) progress reports.
- Co-present approach to Master Plan along with community staff to Elected Officials
- Participate in progress meetings with the community's Project Manager as often as necessary, but not less than once per month until the final plan is approved.
- Supply the Project Manager with at least one (1) copy of all completed or partially completed products as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

Community Engagement

- Identify, describe, and implement a comprehensive strategy and methodology for community involvement in this Master Plan development process.
- Review existing engagement documents conducted by applicable departments and other departments to compile available information about community needs. Summarize and identify gaps in data.
- Provide well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible, including under-resourced populations and users and non-users of the services and facilities.
- Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
- Provide written records and summaries of the results of all public processes and communications strategies that can be shared with the public.
- Help to build consensus and agreement on the plan and if consensus is not possible, provide information for informed and equitable decision making for the San Juan County.

Resource and Data Collection

- Conduct analysis that considers the fair and just quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of parks, green space, programs, recreation centers and services. Evaluation criteria should be based on the expressed values of the community and focus on improved health and environmental outcomes.
- Provide an assessment and analysis of the current level of programs, services, and maintenance in relation to present and future goals, objectives, and directives.
- Provide an assessment so San Juan County, City of Aztec, City of Bloomfield, City of Farmington, Town of Kirtland, and the BLM do not duplicate efforts with respect to same outdoor recreation.
- Compile an inventory and assessment of the existing parks, trails, green space, and facilities in Geographic Information System (GIS). Compare to national benchmarking tools.
- Provide a community-wide statistically valid community needs assessment survey on recreation and park programs and facilities. The return rate should accurately represent a sampling of the population, including vulnerable populations, so that an analysis can be segmented by race, gender, age, and other demographic groups.
- Review and interpret demographic trends and characteristics of the community, using information from the Comprehensive General Plan and other regional and local sources.

Implementation

- Develop an action plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the park system, green space, trails and recreation programs and services. The action plan should prioritize strategies by their level of impact on social, health and environmental outcomes.
- Prioritize recommendations for needs regarding land acquisition, and the development of parks, trails, green space, and recreation facilities.
- Prioritize recommendations for maintenance, renovation and operations of parks, trails, and recreation facilities.
- Recommend collaborative partnerships and other solutions to minimize duplications or enhance opportunities for collaborative partnerships.
- Identify areas of service shortfalls and projected impact of future trends.
- Provide useable and workable definitions and recommendations for designated park and green space with acreages and parameters defined as appropriate.
- Develop recommendations for operations, staffing, maintenance, programming, and funding needs.
- Provide a clear plan for development of programming based on demand analysis.

Development of Final Plans and Supporting Materials

- The Master Plan must include written goals, objectives, policy statements, a financial and action plan that articulate a clear vision and “roadmap” and model for the San Juan County.
- A summary of existing conditions, inventories and system-wide metrics, distribution metrics, and population demographics and outcome metrics.
- Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
- Four (4) meetings, at least three (3) meetings in person with SJC stakeholders for required adoption of the Master Plan.

PRE-PROPOSAL CONFERENCE.

A non-mandatory pre-proposal conference will be held for Potential Offerors on February 21, 2024 at 10:00 am local time at the San Juan County Admin Conference Room located at 100 S. Oliver Dr., Aztec, NM 87410.

***Pre-Proposal meeting is in-person or virtual. Please submit the Acknowledgement form to kbegay@sjcounty.net and a meeting invite will be sent.**

PAYMENT.

Payment to the awarded Offeror shall be made monthly based on monthly invoice(s) for services performed.

CONTRACT TERM.

The *primary term* of the contract awarded as a result of this RFP will be for eleven (11) months from the negotiated start of the contract. The contract may also be renewed for a period of less than one full year.

NON-EXCLUSION CONTRACT.

Any contract awarded as a result of this solicitation shall be non-exclusive. During the term of the agreement, the County reserves the right to solicit additional Request for Proposals, and procure services from other sources, when deemed in the best interest of the County. Any agreement awarded as a result of this solicitation is subject to termination for non-funding pursuant to the Bateman Act, NMSA 1978 and Section 6-6-11.

AGREEMENT TERMINATION.

In the event of a breach on any provision of the Agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days written notice to the Contractor. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

LICENSING.

The Offeror awarded the contract shall possess and shall obtain and hold such licenses as are reasonably required to accomplish his or her duties.

INDEPENDENT CONTRACTOR.

The successful Offeror, and its officers, directors, agents, and employees, are independent contractors performing fire support services for the County and are not employees of the County. The successful Offeror shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable professional standards. The County shall not supervise or regulate the successful Offeror in the day-to-day performance of services provided. The successful Offeror, and its officers, directors, agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The successful Offeror covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the required services.

CONFLICT OF INTEREST.

Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the Offeror from representing the County with respect to this proposal. Each Offeror must disclose all potential conflicts of which he or she has knowledge, or which may, arise with respect to the representation of the County on this proposal, including, without limitation, any circumstances which would create the appearance of a conflict of interest. The County will disqualify potential Offerors if, in the County's sole judgment, such conflict would preclude effective representation by that Offeror.

EVALUATION / AWARD

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of an Offeror to respond to criteria set forth in this RFP document may result in a score of Zero (0).

Offerors shall be prepared to respond to requests by the County to provide on-site presentations to address areas which may be deemed necessary to assist in the detailed evaluation process. All expenses associated with such presentations shall be borne by the Offeror.

A. EVALUATION COMMITTEE. Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the Central Purchasing Office.

B. EVALUATION CRITERIA. The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/factors:

<u>Factors</u>	<u>Points</u>
1. Professional Qualifications Offeror’s qualifications to provide these types of services, and support staff qualifications assigned to work with the consultant. History of the proposed team working together on past projects as related to prior work of this nature.	250
2. Record of Past Performances Demonstrated performance in providing well-organized, accurate projects delivered On time and within budget. Background on experience in providing Master Plans For public agencies. Describe any project difficulties and how the Offeror handled These issues.	250
3. Approach, Methodology and Deliverables Demonstrated timeline in providing the approach, methodology, deliverables And client meetings as well as the implementation of the Master Plan and its components. Knowledge, understanding, and insight of project scope.	100
4. References List of three (3) public agencies for projects of a similar nature.	50
5. Cost of Proposed Services	250
6. Up to Additional 100 points to be added for New Mexico Business/Veterans Preference	<u>100</u>
TOTAL:	<u>1000</u>

C. Committee’s Recommendation

The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive proposal with the most highly ranked proposal will be recommended to the Board of County Commissioners or its delegate for award or further consideration.

D. Investigations

The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the Facility Administrators. All questions or concerns will be solely directed to the Central Purchasing Office. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request For Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a “responsible Offeror” as that term is defined in N.M.S.A. 1978§§ 13-1-83.

E. Right to Discontinue Procurement

The County reserves the right to waive minor irregularities in an Offeror’s proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding Offerors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request For Proposals at any time, and to reject any or all proposals in whole or in part, or otherwise to proceed in the best interests of the County. This Request For Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

QUESTIONS / SUGGESTIONS.

Questions and/or suggestions concerning this Request For Proposals **shall be directed in writing** no later than seven (7) days prior to the proposal closing date and shall be directed to:

Kathy Begay, Buyer
 Phone (505) 334-4556 Email: kbegay@sjcounty.net

Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

PROPOSAL OF OFFEROR

THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS

*** Do not reference another section within your Proposal Offer as a response.**

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

RFP NO. 23-24-20 Outdoor Recreation Master Plan for San Juan County

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the closing of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

(Printed Name)

(Signature)

(Title)

(Date)

(Offeror/Contractor Name)

(Street Address)

(City, State & Zip Code)

(E-Mail Address)

(Phone No.)

(Facsimile No.)



John Beckstead, Commission Chair
Terri Fortner, Commission Pro-Tem
Gary McDaniel, Commissioner
GloJean Todacheene, Commissioner
Steve Lanier, Commissioner

Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Carol Taulbee, Treasurer
Jimmy Voita, Assessor

SAN JUAN COUNTY
100 South Oliver Drive
Aztec, NM 87410-2432

January, 2024

ATTN: SAN JUAN COUNTY CONTRACTORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter into a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

A prospective contractor, family member, or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Purchasing Officer

Enclosure

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Business Name

--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)

Business Name