REQUEST FOR PROPOSALS
FOR
ON-CALL PROFESSIONAL ARCHITECTURE SERVICES

RFP No. 2016-24
PACKET No. _____
COMMODITY CODE: 90607

Project Name: **On-Call Professional Architecture Services**

Contracting Agency: City of Carlsbad

Address: 101 N. Halagueno,
P.O. Box 1569
Carlsbad, NM 88221-1569

Telephone: 575-887-1191

Date: August 9, 2016

Funding Type: Various

This form was prepared by the City of Carlsbad, and is endorsed by the Professional Technical Advisory Board [composed of the Consulting Engineers Council of New Mexico, New Mexico society of Professional Engineers, the American Institute of Architects of New Mexico, the New Mexico society of Surveyors and Mappers, and the New Mexico Society of Landscape Architects, Local Government Division, Department of Finance and Administration, Rural Utility Service, U. S. Department of Agriculture, New Mexico Environmental Department and the New Mexico Finance Authority.

NOTICE OF REQUEST FOR PROPOSALS

Qualifications based competitive sealed proposals for design professional services will be received by the Contracting Agency, City of Carlsbad, for RFP No. 2016-24

The Contracting Agency is requesting proposals for professional

☑ architectural service ☐ engineering services

☐ surveying services ☑ landscape architectural services

☐ planning services

for: City of Carlsbad On-Call Professional Architecture Services

Project No. N/A

Proposals will be received at City of Carlsbad, Purchasing Department 101 N Halagueno, Carlsbad, NM 88220 or P.O. Box 1569, Carlsbad, NM 88221-1569 until September 2, 2016 not later than 5:00 pm. Copies of the Request for Proposals can be obtained in person at the office of the Purchasing Department, Room 114, at the City of Carlsbad, 101 N. Halagueno, Carlsbad, NM or will be mailed upon written or telephone request to Purchasing Department at (575) 234-7905.

A Pre-Proposal Conference ☐will ☑will not be held.

PURCHANSING AGENT:

Matt Fletcher: _____ Date 8/9/16

(for Contracting Agency's Use Only)

Newspaper : Current-Argus Publish: 8/9/16 P.O. No. 170029

Newspaper: _____ Publish: _____ P.O. No. _____

Newspaper: _____ Publish: _____ P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less that 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area..]

1. **PROJECT DESCRIPTION**

The City of Carlsbad is seeking a qualified firm, or firms, to provide Professional Architecture Services on an as per job basis for local, state and/or federally funded infrastructure and capital projects. These projects involve a variety of building design and concepts including new building design/construction, building renovation, historical building preservation, building analysis, landscape design, and other tasks as requested.

2. **SCOPE OF WORK**

The successful Offeror/s shall provide various architecture services as directed by and under the supervision of designated City personnel, pursuant to set standards for such services as provided by the Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee, and by the supplementary conditions of any project's specifications and contract documents under such headings as Project Representative. The Offeror shall perform the following professional services:

2.1 Provide standard **Architectural Services,** consisting of:

Architects/Landscape Architects

☑Programming Phase
☑ Schematic Phase
☑Design Development Phase
☑Construction Document Phase
☑Bidding and Negotiations Phase
☑Construction Administration Phase
☑ Post-Construction Phase

Engineers

☐ Study and Report Phase (PER)
☐Preliminary Design Phase
☐Final Design Phase
☐ Bidding and Negotiations Phase
☐ Construction Phase
☐ Operation Phase

Surveyors

☐ Property Boundary Survey
☐Topographic Survey
☐ Easement Survey
☐ Right-of-Way Survey
☐ Inspection Report

Planning Studies

☐ Comprehensive Plan
☐ Strategic (i.e. issue specific) Plan
☐ Mapping and/or Zoning
☐ Other Planning Tasks

Additional Services

☐ Environmental Documentation
☐ Permitting
☐ Grant Administration
☐ Right of Way Acquisition

2.2 ☑ **Periodic or** ☐ **Full-time** on-site services during construction.

2.3 Other (list):

☐ _____
☐ _____

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract

1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).

1.4. **Offeror:** any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this request for Proposals.

1.5 **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

1.6 **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).

1.7 **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).

1.8. **Responsive Offer or 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 proposal include, but are not limited to, price, quality, quantity, or delivery requirements (§ 13-1-85 NMSA 1978)

1.9 The terms **must, shall, will, is required or are required,** identify a mandatory item or factor that will result in the rejection of the offeror's proposal.

1.10 The terms can, **may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS

A. A complete set of Request for Proposals may be obtained from the Contracting Agent.

B. A complete set of the Request for Proposals shall be used in preparing proposals. The Contracting Agency assumes no responsibility for error or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

A. All question about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3. ADDENDA

A. Addenda will be mailed by certified mail with return receipt requested, by facsimile, by electronic mail, or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals

B. Copies of Addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.

C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.

D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

A. Offerors shall provide **5** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

B. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.

C. All proposals must contain a maximum of **20** pages, including title index etc., not including front and back covers.

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

1) Letter of Transmittal
2) Response to Evaluation Criteria
3) Other supporting or resource material.

E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters, which clearly are of confidential nature, will be considered.

G. 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,

3.2. SUBCONSULTANTS

A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work.

B. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status including but not limited to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeor for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. 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 §13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSAL

A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposal and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.

B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project title, Project No., Request for Proposal number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

C. Proposals received after the date and time for receipt of Proposals will be returned unopened.

D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing

Agent's office, including those proposals submitted by mail. Hand delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

E. After the date established for receipt of proposal, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent.

F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extend of the Request for Proposals dealing with federal, state and local requirements, which are a part of these Request for Proposals.

B. Laws and Regulations: The Offerors' attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be mad part of the project file (§ 13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSAL

4.1. RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

B. The names of all businesses submitting proposals the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§ 13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

A. Proposals will be evaluated on the basis of the criteria enumerated below by a committee comprised of members of City staff. The top 3 Offerors receiving the highest evaluation will be recommended by said committee to the Governing Body of the City of Carlsbad for award subject to the negotiation of a satisfactory contract. The City reserves the right the assign specific tasks to any qualified firm awarded in this RFP, regardless of the ranking of position. For the purpose of conducting discussions, proposals may initially be classified as

1) Acceptable,
2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible

Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).

D. Selection Process: (§ 13-1-120 NMSA 1978)

1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services

2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:

a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or

b) Recommend termination of the selection process and sending out of new notices of proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3. NEGOTIATIONS (§ 13-1-122 NMSA 1978)

A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

C. The designee shall then undertake negotiations with the third most qualified business.

D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposal in initiated.

E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1. PROTESTS

A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the fact or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).

B. In the event of a timely protest under this section the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).

C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).

D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:

1) State the reasons for the action taken; and

2) Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978

E. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or services facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978).

6. OTHER INSTRUCTION TO OFFERORS

(NONE)

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal law of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A Time and Materials fee, based from a provided rate, for assigned tasks will be negotiated with the Offeror/s selected. Unless the Contracting Agency requests a Lump Sum fee for a specific task/s, in which a Lump Sum fee will be provided on a per job basis.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work

7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the state.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror ☑ **will** ☐ **will not** be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be $1,000.000.

NOTE TO OWNER REGARDING EVALUATION CRITERIA

The Request for Proposal must include each of the following evaluation criteria* as required by statute (13-1-120.B NMSA 1978). Each proposal submitted must address the required evaluation criteria. Based on the complexity of the project, the owner may add additional items of concern. The Owner must include a weight factor with each of the evaluation criteria to communicate to the Offerors the relative importance of each.

EVALUATION CRITERIA:

1. **Specialized Design and Technical Competence***

   Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. **Capacity and Capability***

   Capacity and capability of the business to perform the work, including any specialized services, within the time frame

3. **Past Record of Performance***

   Past record of performance on contracts with government agencies or private industry with respect to such factor as control of costs, quality of work an ability to meet schedules.

4. **Familiarity with the Contracting Agency***

   Proximity to or familiarity with the area in which the project is located.

Proximity to Contracting Agency	Points to be allowed for this item
Resides within the City of Carlsbad	20
Within 50 miles	15
Within 100 miles	10
Within 150 miles	5
Greater than 150 miles	0

5. **Work to be done in New Mexico***

   The amount of design work that will be produced by a New Mexico business within this state. Note that this criterion is not allowed for federally funded projects.

6. **Current Volume of Work with the Contracting Agency not 75% Complete***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business in not violated.

Firm should indicate the volume of work they currently have underway with the Contracting Agency that is less than 75 percent complete. The purpose of this criterion is to help distribute projects among qualified firms. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75 % Complete	Points to be allowed for this item
None	5
$1 to $25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

7. **Other Contracting Agency Criteria**

The Owner may add additional elements of interest, such as ability to conduct public meetings and assign points according to importance. Note: Price cannot be a factor.

EVALUATION CRITERIA

CRITERIA AND POINT VALUES

OFFERORS:

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR: **Application_____**		
ITEM	**POSSIBLE POINTS** (Example)	**SCORE**
PLANNING & DESIGN SERVICES		
1. **Specialized Planning & Design and Technical Competence***	**30** (30)	
2. **Capacity and Capability***	**30** (30)	
3. **Past Record of Performance***	**20** (20)	
4. **Familiarity with the Contracting Agency***	**20** (20)	
5. **Current volume of work with the Contracting Agency that is less than 75% complete***	**5** (5)	
6. **The amount of design work to be done in New Mexico***	**5** (5)	
7. Other	_____	
8. Other	_____	
SUBTOTAL PLANNING & DESIGN SERVICES	**110** (110)	

***Items required by statute (13-1-120.B NMSA 1978)

ITEM	POSSIBLE POINTS (Example)	SCORE
CONTRUCTION SERVICES		
1. Specialized construction management experience	**20** (20)	
2. Specialized experience with start up assistance to the Owner of new facilities.	**15** (15)	
3. Capacity and capability of the consultant to perform the work within the Owner's timeframe.	**15** (15)	
4. History of past performance on the three similar projects itemized in PLANNING & DESIGN SERVICES in Item Number 1, including the record of bid amount versus final close out contract amount.	**10** (10)	
5. History of claims on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction management philosophy.	**10** (10)	
6. Other	_____	
7. Other	_____	
SUBTOTAL CONTRUCTTION SERVICES	**70** (70)	
TOTAL SCORE	**180** (180)	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"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) _____

_____ _____
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)