

**REQUEST FOR PROPOSALS
RFP No. 2020-002**

**MANAGEMENT SERVICES FOR MICROSOFT ACTIVE DIRECTORY
DOMAIN, MICROSOFT EXCHANGE AND RELATED PRODUCTS
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo, New Mexico is requesting proposals from qualified firms to provide professional services based on the provided scope of work. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal.

B. Project Description/Scope of Work

Through this RFP, the City of Alamogordo is seeking to identify and secure a qualified and dedicated partner with proven experience in successfully implementing and managing Microsoft Active Directory Domain, Microsoft Exchange and related products within multiple environments with varying organizational structures. In utilizing their experience, knowledge and implementation of industry best practices, the successful Offeror will be responsible for ensuring the successful completion of agreed upon tasks per task order. Tasks may include, but are not limited to:

1. Upgrading Exchange components
2. Maintaining the Exchange environment
3. Providing guidance to City staff to assist in identifying the different components, requirements and benefits of using Microsoft Teams, SharePoint Online and Microsoft Security Suite.
4. Upgrading Active Directory components
5. Maintaining the Active Directory environment
6. Providing guidance to City staff on multi-factor authentication, single sign-on options, security measures and policies and identification of correct licensing.

C. CHIEF PROCUREMENT OFFICER

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer
Address: Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310
Telephone: (575) 439-4116
Fax: (575) 439-4117
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department
Attn: Barbara Pyeatt, CPO
Reference: RFP 2020-002 Management Services for Microsoft Active Directory Domain, Microsoft Exchange and related products Services
Address: 2600 N Florida Ave.
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.

II. Conditions Governing the Procurement

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

A. *SEQUENCE OF EVENTS*

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, oral presentation will not apply. :

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	November 22nd, 2020
Deadline to submit Written Questions	Potential Offerors	November 30th 2020
Addenda if necessary	City of Alamogordo	December 1st, 2020
Submission Proposals	Potential Offerors	December 4th 2020
Proposal Evaluation	Evaluation Committee	December 8th 2020
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	December 15th 2020

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Finance Department, City of Alamogordo.

2. Distribution List Response Due

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT 4, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will not be held for this project.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

5. Response to Written Questions

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2. **All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal.** A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2020-002 Management Service for Microsoft Active Directory Domain, Microsoft Exchange and Related Products Services. Proposals submitted by facsimile, or other electronic means, will not be accepted.

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

8. Proposal Evaluation

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

9. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

10. Contract Awards

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

11. Protest Deadline

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt
Title: Chief Procurement Officer
Address 2600 N. Florida Ave.
Alamogordo, NM 88310
Fax Number: 575-439-4117
E-mail: bpyeatt@ci.alamogordo.nm.us

Protests received after the deadline will not be accepted.

C. *GENERAL REQUIREMENTS*

1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Offerers

Since the award is made on a quality-based evaluation process, replacement of Offerers after award of and prior to the contract execution may cause the Offeror to be disqualified.

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. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offerers Rights to Withdraw Proposal

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

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

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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, Sections 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, City of Alamogordo 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 data.

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

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

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

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

13. Basis for Proposal

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

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the

Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Alamogordo. Not to be included in page count.

16. Contract Deviations

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

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

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

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission.

The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. 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. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment 3) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

The City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Offeror to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Offeror(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein.

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

32. Insurance

Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

PROPOSAL FORMAT

The proposal shall include sufficient information to permit the City to evaluate relevant qualifications. The proposal shall relate directly to the duties outlined in this RFP. Proposals shall be limited to a maximum of thirty (30) pages, excluding cover sheets, section divider tabs, Campaign Contribution Disclosure Form and Veteran Preference certificate, if applicable. Proposals shall be bound on the left-hand margin using single-sided 8.5" X 11" paper. Proposals must be signed by the offeror. Offerors shall submit proposals in one (1) original and five (5) copies, and one (1) electronic copy. **Failure to comply with this requirement may result in rejection of the proposal.**

Proposals shall provide a straightforward and concise delineation of the offeror's qualifications and commitment to satisfy the requirement of this RFP to include:

1. Title Page

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal and the RFP number.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.

4. Detailed Proposal

The detailed proposal should follow the order set forth in Section I. B. of this request for proposals.

IV. EVALUATION

A. CRITERIA

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

1. **Approach to Services** (20 Points)

Offerors shall submit an executive summary including an overview of the primary services provided. In addition, the summary shall include the name and title of the individual(s) involved in the preparation of the response, as well as the name, address, telephone number and email address of the individual to whom inquiries relating to the response should be directed.

2 **Firms Qualifications and Experience** (40 Points)

Offerors should describe their relevant experience in performing services described in the Scope of Services.

- a. Describe in detail the entity's overall qualifications, capabilities and experience in implementing Active Directory, Exchange, Microsoft 365 and related products within multiple environments
- b. Identify if the entity is a Certified Microsoft Partner, including current status
- c. Provide a minimum of three (3) references for which the entity has implemented the same or similar services as being requested within the last three years. For each reference, include the name and a brief description of the project, name of the entity for whom the project was completed, and the name and contact information for a current point of contact. At least one (1) reference must be for a small municipality, county or other local government entity
- d. Updating Active Directory components, including reconfiguring setups, fixing errors and redesigning system policies
- e. Maintaining Active Directory environments over varying lengths of time
- f. Updating Exchange components, including reconfiguring setups, fixing errors and redesigning system policies
- g. Maintaining Exchange environments over varying lengths of time

3. **Firm Personnel Experience** (25 Points)

Offerors should describe the experience and technical competence related to the scope of this Project for the firm's personnel. Offerors will be evaluated on their experience and applicable qualifications necessary to perform the required services. Proven successful experience in providing similar services will be favored.

- a. Offeror shall identify and define the roles of the key personnel that could be assigned to previously discussed tasks, including detailed information

regarding each person's experience in completing similar tasks. A current resume for all key personnel, documenting experience similar to that being requested, shall be included in the proposal response.

- b. Please describe any additional resources available to the entity and key personnel that will aid in the successful completion of the tasks.

4. **Cost** **(15 Points)**

Offerors shall provide a cost proposal with a per hour rates for each labor type that they would provide. For example, the entity may have a rate for an Active Directory Engineer and a different rate for their non-certified personnel. Additionally, please provide any supplemental information that will assist the City when evaluating, such as travel related expenses and indirect costs.

The evaluation of each Offeror's Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 15 = \text{Awarded Points}$$

Additional Preference Award Points Available

An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.

Resident Veterans Preference Certification, Attachment 5 (Certificate Required)

Available Points = 7, 8 or 10 Percent of total Points

Complete the Resident Veterans Preference Certification Form in Attachment 5, if applicable.

New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Resident Business Certificate.

Local Business Preference

Points will be awarded based upon offerors ability to provide proof of Local Business Residence.

Available Points = 10 Percent of total Points

B. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Areas Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its proposal a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of scoring points, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a proposal submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative.

ATTACHMENT 3

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 local public body 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 (2) 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 (2) 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 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 un-reimbursed 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 Codes 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 Contributions(s): _____

Signature

Date

Title

--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

ATTACHMENT 4

RFP 2020-002 Management Services for Microsoft Active Directory Domain, Microsoft Exchange and Related Products

ACKNOWLEDGMENT OF RECEIPT FORM

**REQUEST FOR PROPOSALS
Proposal Based**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT 6

DRAFT

INFORMATION TECHNOLOGY SERVICES AGREEMENT

THIS INFORMATION TECHNOLOGICAL SERVICES AGREEMENT is entered into as of _____, 2020 (the "Effective Date"), by and between the City of Alamogordo, a New Mexico municipal corporation (the "City"), and _____ qualified to do business in the State of New Mexico (the "Contractor").

WHEREAS, City is in need of information technology services ("Services") for the City's information security and infrastructure;

WHEREAS the CONTRACTOR represents that it is qualified to provide the services as required by this Agreement;

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope of Services. Upon execution of this agreement and subsequent Task Orders by both parties, and upon receipt of written authorization by City, Contractor, to the satisfaction of Contractor, shall perform the Services set forth in each Task Order. The Services shall be assigned to Contractor by City for the various projects as planned and developed by the City. Each Task order shall specify the Services to be performed, the time schedules for completion of the Task Order and completion of all tasks (Tasks) within the Task Order, and the cost, including fees, costs and expenses, both direct and indirect, of the Task Order, but shall otherwise be governed by the terms and conditions of this Agreement, as modified by the individual Task Orders. Task Orders shall be writing, signed by both parties in advance, and shall be attached to this Agreement as consecutive exhibits beginning with Task Order 1.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, Contractor may determine the method, details, and means of performing the services described herein.
3. Standard of Performance. Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.
4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.
5. Coordination of Services. All services are to be coordinated with the City Manager or designated Department Director ("Director") and shall be performed under the general direction of the City Manager or Director.
6. Correction of Errors. Contractor agrees to correct, at its expense, all errors which may be disclosed during review of Contractor's services. Should Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Contractor.

7. Time for Performance. All services performed under this Agreement shall be completed pursuant to the schedule provided in the Task Order. City agrees to amend the performance termination date whenever Contractor is delayed by action or inaction of City and Contractor promptly notifies Manager of such delays.
8. Principal in Charge. Contractor hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with Director.
9. Permits, Licenses, Certificates. Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement.
10. City's Responsibility. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. Director agrees to provide direction to Contractor as requested regarding particular project requirements.
11. Term of Agreement. This Agreement shall have an initial term of twelve (12) months commencing on the Effective Date, unless sooner terminated pursuant to Section 12 below. The Agreement may be renewed for an additional period of service, at the discretion of the City, for up to three additional one year periods. Task Orders may allow for completion of work after the term of the Master Agreement.
12. Termination
 - a) This Agreement may be terminated by City if Manager notifies Contractor, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective thirty calendar days from the date of delivery or mailing of such notice. City agrees to pay Contractor in full for all amounts due Contractor as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.
 - b) This Agreement may be terminated by Contractor if Contractor notifies Manager, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective thirty calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Contractor have been completed prior to the date of termination.
13. Compensation
 - a) Compensation for the Services shall be by the Standard Hourly Rate at the rates provided in Exhibit A with Maximum method of payment. The total amount of hourly charges for each Task shall not exceed the estimated cost for the specific task, excluding gross receipt tax and reimbursables, without prior written approval of the City. The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
 - b) Reimbursable Expenses are in addition to compensation for Services and include expenses incurred by the Contractor for their work on a Task. An agreed upon amount will be negotiated by the City and the Contractor prior to commencement of a Task. The total amount of reimbursables for each Task shall not exceed the estimated cost for the specific task, excluding gross receipt tax, without prior written approval of the City.

- c) The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services.
- d) Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, agents and subcontractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Contractor, its employees, agents and subcontractors.

14. Method of Payment

- a) City agrees to pay Contractor monthly upon satisfactory completion of the services and upon submission by Contractor of an invoice delineating the services performed, in a form satisfactory to Director.
- b) Contractor agrees to maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Such items shall be adequate to reflect the time involved and cost of performing the services. Contractor shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

15. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

16. Records

- a) Contractor agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Contractor as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Director.
- b) At City's request, City shall be entitled to immediate possession of, and Contractor shall furnish to Director within ten days, all of the documents and materials. Contractor may retain copies of these documents and materials.
- c) Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Contractor, shall be at City's sole risk and without liability or legal exposure to Contractor.

17. Maintenance and Inspection of Records. Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Contractor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor agrees to maintain all such records in City or to promptly reimburse City for all

reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

18. Confidentiality of Information. Any documents and materials given to or prepared or assembled by Contractor under this Agreement shall be confidential and shall not be made available to any third person or organization by Contractor without prior written approval of the Director unless disclosure is required by law or court order.
19. Indemnity. Contractor agrees to indemnify, and hold harmless ~~and~~ the City, its City Commission, and each member thereof, and every officer, or employee of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, to the extent caused by the negligence, recklessness, or willful misconduct from any acts or omissions of Contractor related to this Agreement as performed by Contractor or its agents, employees, subcontractors, and other persons acting on Contractor's behalf.
20. Insurance.
 - a) Contractor agrees to obtain and maintain, at the Contractor's expense, such insurance as will protect the Contractor from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the City and the Contractor from all claims for bodily injury, death, or property damage which may arise from the performance by the Contractor, or by the Contractor's employees, for the Contractor's functions and services required under this Agreement.

- b) Maintenance of proper insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

21. Independent Contractor

- a) City and Contractor agree that in the performance of the services, Contractor shall be, and is an independent Contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.
- b) Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees, agents, and subContractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c) Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

22. Contractor Not Agent. Except as Manager may specify in writing, Contractor, and its agents, employees, and subcontractors shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

23. Conflict of Interest. Contractor shall promptly inform Manager of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, Contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

24. Assignability of Agreement. Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

25. Successors and Assigns. Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

26. Fair Employment Practices

- a) Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex,

marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of New Mexico, and City.

- b) Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
- c) Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

27. Time of Essence. Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

28. Covenants and Conditions. Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

29. Governing Law. City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of New Mexico.

30. Compliance with Laws. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

31. Severability. City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

32. Waiver. City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

33. Notices

Any notices to Contractor may be delivered personally or by mail addressed to:

Any notices to City may be delivered personally or by mail addressed to:

City Manager
1376 E. Ninth Street
Alamogordo, NM 88310
575.439.4200
575.439.4396 – Fax

34. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own

employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site, except loss or liability caused by the Contractor's willful conduct or active negligence.

- 34. Amendment. City and Contractor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.
- 35. Entire Agreement. City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CONTRACTOR

By: _____

NM Taxpayer Identification Number:

Federal Taxpayer Identification Number:

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney