

**REQUEST FOR PROPOSALS
RFP No. 2023-006**

**UNIFORM AND LINEN SERVICES
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo's is soliciting proposals from qualified firms to provide Uniform and Linen Rental and Laundry Services for City Departments and Employees at City owned locations.

The objective of the provider will be to provide uniforms and linen services in an efficient and cost effective manner. In an effort to ensure the most efficient and economical service, City of Alamogordo utilizes a Request for Proposals (RFP) process to procure the specified services, including all supervision, materials, equipment, labor, transportation, and other items necessary to complete the work in accordance with the RFP documents.

B. Project Description/Scope of Work/Cost Schedule

Scope of Work is to provide Uniform and Linen Rental and Laundry Services in accordance to Attachment "1"

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 2023-006 Uniform and Linen 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 Purchasing Department. Chief Procurement Officer, Barbara Pyeatt bpyeatt@ci.alamogordo.nm.us, Finance Procurement Specialists, Cynthia Quairoli cquairoli@ci.alamogordo.nm.us, Candice Gebhardt cgebhardt@ci.alamogordo.nm.us. Offerors may contact ONLY the Chief Procurement Officer or Finance Procurement Specialists 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 selects the proposal from Short Listing, oral presentation will not apply.

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	October 22, 2023
Deadline to submit Written Questions	Potential Offerors	November 6, 2023
Addenda if necessary	City of Alamogordo	November 7, 2023
Submission Proposals	Potential Offerors	November 17, 2023
Proposal Evaluation	Evaluation Committee	November 27, 2023
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	December 5, 2023

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 Purchasing Department, City of Alamogordo.

2. Pre-Proposal Conference

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

3. 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.

4. 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.

5. 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 2023-006 Uniform and Linen 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.

6. 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.

7. 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.

8. 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. The City reserves the right to award as a multiple contract.

9. 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 Protestant 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. Offerors

Since the award is made on a quality-based evaluation process, replacement of Offerors 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. Offerors 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 affected 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 provision 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 2) as a part of their proposal. This requirement applies regardless of 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

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 Respondent 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 Respondent(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. Fees

A lump sum/standard hourly rate with maximum fee for the project will be per Cost Schedule (Attachment No. 3). The City of Alamogordo's standard agreement for Services is attached for reference.

32. Registration

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

33. INSURANCE REQUIREMENTS –

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

Standard Insurance

Limits Not Less Than

Commercial and General Liability

\$1,000,000/\$3,000,000

Automobile Liability

\$1,000,000/\$1,000,000

Worker’s Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor’s occupation / profession.	As required by Law
Specialized Insurance	
Professional Liability – If required	\$1,000,000
Malpractice/liability Insurance – If required	\$1,000,000

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **FIFTEEN (15)** pages of 8.5“by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Bid Cost Schedule, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
 2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.

- If applicable, Offerors shall provide Veterans, or Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment 2 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFP 2023-006 Uniform and Linen Services**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

IV. EVALUATION

A. CRITERIA

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

1. Technical Competence (25 points)

Firm and personnel's experience in providing similar information and services relative to the requirements described in Attachment No. 1.

2. Capacity and Capability (20 points)

Firm's capacity and capability to provide the information and services in a timely manner.

3. Past Record of Performance (10 points)

Firm's past performance on similar project assignments. As part of their response, firms **must** provide a list of four references with names and phone numbers.

4. Approach to Providing the Services (10 points)

Firm should describe their approach to providing and managing the anticipated services.

5. Personnel Qualifications (10 points)

The key personnel who will be assigned to the project should be identified and summaries of their experience given.

6. Pricing

(25 points)

Provide Cost Schedule in accordance with Section II, C Paragraph 31 also included per Attachment No. 3

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

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 25 = \text{Awarded Points}$$

TOTAL AVAILABLE POINTS = 100

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, (Certificate Required)

Available Points = 10 Percent of total Points

New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

Local Business Preference, (Certificate Required)

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 Area 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

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 10 additional points (100 X 10%). This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

Proposals received without copy of this certificate do not qualify for this preference.

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>

Proposals received without copy of this certificate do not qualify for this preference.

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

ATTACHMENT (2)

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 a representative.

Signature

Date

Attachment “1”

Scope of Work

Specifications

Failure to comply with a mandatory specification may result in disqualification of the proposal.

All items and services are regularly furnished in order to provide these items shall be furnished at the proposal price and shall conform in strength, quality and workmanship to that usually provided by the practice.

Minor and major variances will be considered.

Where major variances in quality are introduced, (e.g. 65% cotton/35% poly blend items presented as equivalent in quality to 100% cotton) conformance to strength, quality, and workmanship and performance characteristics will be evaluated. As such, bidders may submit alternate proposals to address this variance. The City will be the sole judge in determining acceptable equivalencies and substitutions.

All uniforms of each type are to be quoted on the bid and invoiced as quoted this is to assist Accounts Payable in verifying price per item/uniform.

Cost per employee for weekly uniform rental to consist of furnishing 11 short sleeve shirts, or 11 long sleeve shirts, and 11 pants as specified.

Payment: The City’s normal payment terms are net 30 days

Unless otherwise agreed, City of Alamogordo will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified.

Contractor shall submit monthly invoices for services rendered. All invoices shall contain complete and accurate information.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract. In no instance shall the contractor invoice the City for more than is authorized by the City on the issued purchase order or contract

NON-ALLOWED CHARGES. other incidental or standard industry charges not identified herein, are not allowed under this contract.

Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

Each person receiving clothing will have inventory as listed in the bid that includes items to wear, items to be cleaned, and one extra. Initial delivery of uniforms will consist of 6 sets, followed by the remaining 5 sets the following week.

Bidder may be required to provide samples of uniforms and shall be delivered to a specified address.

The Contractor shall furnish at the start of the program, all brand new uniforms for all employees in the program, and thereafter, replacement uniforms from the Contractor's "A" stock during the contract period.

"A" stock means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.

Contractor will do an item count for each employee at point of pick up and point of delivery and verify that count with Department staff before leaving the delivery/pick-up location.

The contractor shall be responsible for verifying the count and items shown on the pickup slip. Upon any discrepancy, the contractor shall notify the City within 24 hours or the contractor will be responsible for the amounts indicated on pick-up slip.

Worn items (standard and nonstandard or special merchandise items) due to normal wear and tear, must be replaced promptly by the contractor at no cost to the City. Standard of normal usage is defined for the purposes of this contract as 20 months in service or as may be determined on an individual department basis and/or by mutual agreement. Any item rejected for use by the City shall be replaced promptly by the contractor to the satisfaction of the City at no cost.

Per bid items the City will not pay for replacement and any cost associated with the replacement of damaged garments due to normal wear and tear or loss by vendor, regardless of the amount of time the uniform has been in use.

The contractor shall repair or replace worn or damaged items as a result of normal wear and tear at no additional charge to the City. Repair of all rental items shall be performed by the contractor in a manner acceptable to the City. Repaired items shall be rendered useful and shall retain an aesthetic appearance. The City shall not repair any items owned by the contractor.

The City shall only be responsible for damage or loss of items which can be verified as having occurred while in use or storage at the City and attributed to City employee neglect. The City shall reimburse the contractor for verified losses at the depreciated replacement schedule per contractor's replacement cost. Damaged items for which the City paid shall become the property of the City. The City's rental inventory shall be replenished for any replaced items.

The following depreciated schedule will be applied to replacement uniforms due to damage and loss by the user agency.

0 - 6 months:	Full cost
7 - 15 months:	Less 20%
16 - 19 months:	Less 50%
20 - up months:	No charge

All replacement uniforms during the contract period shall be from stock "A" and furnished from the same manufacturer as initially selected by the City to ensure uniform standards. "A" stock means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.

The City may reduce the number of employees or garments due to turnover, job termination, changes in job description, change in the City Department policies or for any reason relevant to the ordinary course of City Business. All reductions in inventory shall take effect on the date specified by the City. The City will return the deleted garments no later than 4 weeks from the effective date of the communication. No charges shall accrue from the date specified in the communication except for loss garments specifically agreed to between the parties.

If an employee does not return any garments for a period of more than two (2) weeks. Additionally, if the City knows employees will be under an extended leave for more than two (2) weeks, the department will notify the vendor, and the vendor will put those employee's uniforms on hold for a stated period of time or until notified that the employee has returned, and shall not charge any rental for said period.

Vendor to provide name tag/or with City Logo on garments for each employee, Name Tag specifications shall be silk screened with a narrow stitched border. If clothing is exchanged for any reason, the vendor will transfer old emblems.

ITEM	SPECIFICATION OR "EQUAL"	CHARGES PER WEEK	ESTIMATED NUMBER OF EMPLOYEES	PRICE PER CHARGE	TOTAL WEEKLY COST	Stock Item Number
CITY HALL - MATS ONLY - 1376 E. Ninth Street						
Mat 4 X 6	Walk off	1	4			
CITY HALL/UTILITY BILLING - 1376 E. Ninth Street						
Work shirts Solid color Short /long Sleeve	100% Chino Cotton	11	5			
Work Pant	8oz. Canvas 54% poly 42% cotton & 4% spandex or equal	11	5			
Blue Jeans	100% Cotton	11	5			
Jacket	65/35 Poly Cotton shell polyester lined	2	5			
Swipe Towel	100% Cotton Striped - Bagged	1	40			
STREETS DEPARTMENT - 2600 N. Florida						
Work shirts Solid color Short or long Sleeve	Chambray 4.25 oz. poplin blend; 65% poly/35% cotton; Snapped	11	11			

Work shirts Solid color Short /Long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	11			
Denim Jean	100% cotton	11	11			
Carpenter Jeans	100% cotton	11	11			
Work Pant	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	11			
Jacket	65/35 Poly Cotton shell polyester lined	2	11			
Coverall	7.5 oz. 65/35 Poly cotton twill W/ pockets	5	1			

DRAINAGE DEPARTMENT - 2600 N Florida

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	4			
Denim Jean	100% cotton	11	4			
Carpenter Jeans	100% cotton	11	4			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	4			

Jacket	65/35 Poly Cotton shell polyester lined	2	4			
Coverall	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	4			
FACILITY MAINTENANCE DEPARTMENT - 2600 N Florida						
Work shirts Solid color Short /long Sleeve	chambray 4.25 oz. poplin; 65% poly/35% cotton;	11	8			
Denim Jean	100% cotton	11	8			
Carpenter Jeans	100% cotton	11	8			
Jacket	65/35 Poly Cotton shell polyester lined	2	8			
Coverall	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	5			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			
Mat 3 X 5	Walk off	1	4			
Dust Mop W/ handle & Frame	36"	1	1			
CENTRAL WAREHOUSE - 2600 N Florida						
Work shirts Solid color Short /long Sleeve	4.25 oz. 65/35 poly cotton ripstop. 100% polyester stretch panels	11	1			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	1			

Mat 3 X 5	Walk Off	1	3			
Mat 3 X 10	Walk Off	1	4			
Dust Mop W/ handle & Frame	36"	1	1			

FLEET DEPARTMENT - 2600 N Florida

Work shirts Solid color Short /long Sleeve	4.25 oz. 65/35 poly cotton ripstop. 100% polyester stretch panels	11	4			
Work Pants	.75 oz. 65% POLY, 35 % cotton twill	11	4			
Denim Jean	100% cotton	11	4			
Jacket	65/35 Poly Cotton shell polyester lined	2	4			
Cotton Shop Towel	18 X 18 100% Cotton	1	100			
Mat 3 X 5	Walk off	1	4			

PARKS DEPARTMENT - 2600 N Florida

Work shirts Solid color Short /long Sleeve	Chambray 4.25 oz. poplin blend; 65% poly/35% cotton; Snapped	11	23			
Denim Jean	100% cotton	11	23			
Carpenter Jeans	100% cotton	11	23			

Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	23			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			
Mat 3 X 5	Walk Off	1	1			

UTILITY MAINTENANCE DEPARTMENT - 2600 N Florida

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	20			
Denim Jean	100% Cotton	11	20			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	20			
Jacket	65/35 Poly Cotton shell polyester lined	2	20			
Coveralls	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	20			
Coveralls insulated	poly cotton twill 10 oz. 100% cotton duck	1	20			
Mat 3X5	Walk Off	1	3			
Mat 3X10	Walk Off	1	2			
Dust Mop W/ handle & Frame	24"	1	1			

ANIMAL CONTROL - 2910 N. Florida

Apron	36' No Pocket	1	50			
Mat 3X5	Walk Off	1	2			
Mat 4X6	Walk Off	1	3			
Dust Mop W/ handle & Frame	24"	1	1			
Towels 100% Cotton	16 X 19	1	40			

LANDFILL - Hwy 54 Mile Marker 43

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	6			
Denim Jeans	100% cotton	11	6			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	6			
Jacket	65/35 Poly Cotton shell polyester lined	2	6			
Coveralls	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	6			
Mat 3 X 5	Walk Off	1	2			
Mat 3 X 10	Walk Off	1	1			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			

Wet Mop W/ Handle	24'	1	2			
Dust Mop W/ handle & Frame	36"	1	2			
Dust Mop W/ handle & Frame	24"	1	1			

AIRPORT - 3500 Airport Road

Mat 3X5	Walk Off	1	3			
Mat 4X6	Walk Off	1	2			
Mat 3X10	Walk Off	1	5			
Mat 4 X 6	Scraper	1	1			
Cotton Shop Towel	18 X 18 100% Cotton	1	25			
Wet Mop W/ Handle	24"	1	2			
Dust Mop W/ handle & Frame	36"	1	1			

GOLF COURSE MAINTENANCE DEPT - 2351 Hamilton Road

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	6			
Carpenter Jeans	100% cotton	11	6			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			

CONVIENENCE CENTER - 224 La Velle Road

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	4			
Coveralls	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	4			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	4			
Jacket	65/35 Poly Cotton shell polyester lined	2	4			

FAMILY RECREATION - 100 Oregon Street

Work shirts Solid color Short/Long Sleeve	4.25 oz. poplin; 65% poly/35% combed cotton; chambray	11	1			
Mat 4 X 6	Scraper	1	1			
Mat 3X5	Walk Off	1	4			
Mat 4X6	Walk Off	1	6			
Mat 3X10	Walk Off	1	3			
Dust Mop W/ handle & Frame	36"	1	4			
Dust Mop W/ handle & Frame	48"	1	2			
Mops Wet W/ Handle	red band 24	1	1			

Wet Mop and Handle	60'	1	8			
Towels 100% Cotton	16 X 19	1	200			

ZOO - 1100 White Sands Blvd

Work shirts Solid color Short /long Sleeve	100% chino cotton	11	7			
Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	7			
Pants Cargo	65/35 Poly Cotton twill pleated	11	7			
Denim Jeans	100% cotton	11	7			
Cargo Shorts	65% poly/35% chino cotton	11	7			

CIVIC CENTER - 800 First Street

Mat 4X6	Walk Off	1	7			
Mat 3X10	Walk Off	1	1			
Dust Mop W/ handle & Frame	48"	1	3			
Towels 100% Cotton	16 X 19	1	85			

CEMETERY - 1590 E. First Street

Work shirts Solid color Short /long Sleeve	Chambray 4.25 oz. poplin blend; 65% poly/35% cotton; Snapped	11	3			
Denim Jeans	100% cotton	11	3			
Jacket	65/35 Poly Cotton shell polyester lined	2	3			
Mat 3 X 5	Walk Off	1	2			

ALAMOGORDO PUBLIC LIBRARY - 920 Oregon

Mat 3X5	Walk Off	1	2			
Mat 4X6	Walk Off	1	1			
Mat 3X10	Walk Off	1	2			
Dust Mop W/ handle & Frame	24"	1	1			

DEPARTMENT OF PUBLIC SAFETY - 700 Virginia Street

Mat 4X6	Walk Off	1	4			
Mat 3X10	Walk Off	1	6			

FIRE STATION #1 - 619 Texas Ave

Cotton Shop Towel	18 X 18 100% Cotton	1	60			
Microfiber towels - Multi- purpose	12 x 12	1	60			

Bag Rack		1	6			
Laundry Bags		1	6			

WASTE WATER TREATMENT PLANT - 3290 Airport Rd

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	9			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	9			
Jacket	65/35 Poly Cotton shell polyester lined	2	9			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			
micromber towels - Multi- purpose	12 x 12	1	20			

WATER TREATMENT PLANT - 42 Valley View Dr La Luz

Work shirts Solid color Short /long Sleeve	4.25 oz. poplin blend; 65% poly/35% cotton	11	9			
Pants/Denim Jean	100% Cotton	11	9			
Work Pants	8oz. Canvas 54% poly 42% cotton & 4% spandex	11	9			
Jacket	65/35 Poly Cotton shell polyester lined	2	9			
Coveralls	7.5 oz. 65/35 Poly cotton twill W/ pockets	1	2			

Coveralls insulated	poly cotton twill 10 oz. 100% cotton duck	1	2			
Mat 3X5	Walk Off	1	3			
Mat 4X6	Walk Off	1	3			
Mat 3X10	Walk Off	1	2			
Cotton Shop Towel	18 X 18 100% Cotton	1	50			
micronber towels - Multi-purpose	12 x 12	1	20			

Total charges \$ _____
for 1 week

Minimum Requirements to be submitted with proposal. (Not counted in page count)

The following items are minimum mandatory requirements and shall be provided with this RFP.

Indicate if your company meets (YES) or does not meet (NO) the requirement.

	Requirement	Yes	No
1	Initial Set up - NEW UNIFORMS - Provider shall furnish at the start of the program, all brand new uniforms for all employees in the program.		
2	DATED GARMENT - All garments shall be labeled with a date when issued to City of Alamogordo		
3	REPLACEMENT- All replacement uniforms issued during the contract period due to normal wear and tear, damage, loss or new employee hires shall be furnished from the Contractor's "A" stock. " and furnished from the same manufacturer as initially selected by the City to ensure uniform standards "A" stock means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.		
4	BAG CHARGES- Must be provided at no additional charge.		
5	MEASUREMENTS- Provider will measure all employees on-site and within two weeks of award to determine correct sizing.		
6	MALE/FEMALE SIZES - All garments are available in both male and female sizes.		
7	ACCOUNT REPRESENTATIVE- An account representative shall be assigned to administer the contract with the City. This person will be the first point of contact for all questions and problems.		
8	BULK DELIVERY- The City will not accept bulk pickup or delivery of uniforms.		
9	PICKUP -Provider shall, at the pick up area designated by the agency, individually count and shall itemize the number of shirts and pants picked up from each employee by employee's name at each pick up. An appropriate itemized receipt, by individual employee name, must be left with the supervisor for each work group at each pick up.		
10	DELIVERY- Uniforms shall be individually counted out, packaged and delivered on garment racks to an area designated by each department.		

11	DELIVERY TICKETS / INVOICES -Contractor will invoice the City on a monthly basis by individual department and location. All tickets/invoices shall list all items delivered, by employee, and shall contain the printed name, signature and department name of the authorized/designated personnel receiving the items. Payment will not be made for items not specifically shown on the tickets and/or for failure to obtain required information.		
12	MINIMUM YEARS OF EXPERIENCE REQUIRED -Bidders shall have at least three years of commercial uniform rental experience with comparably sized facilities.		

DRAFT

**UNIFORM AND LINEN RENTAL
AND LAUNDRY SERVICES AGREEMENT**

THIS AGREEMENT made effective this day of December , 2024, by and between the City of Alamogordo, a New Mexico municipal corporation (the “City”), and XXXXXXXX XXXX XXX authorized to do business in the State of New Mexico (the “Service Provider”).

WHEREAS, the City has published a Request for Proposals, RFP No. 2023-006, seeking the submission of competitive proposals to provide uniform and linen rental and laundry services as described in that Request for Proposals; and,

WHEREAS, the Service Provider submitted a competitive proposal that was evaluated by the City; and,

WHEREAS, the City has made an award for said services, and pursuant to the terms of the Request for Proposals this form is to be executed to form and memorialize the contractual relationship between the parties;

NOW THEREFORE, the Service Provider and the City agree as follows:

1. Scope of Services.
 - (a) Service Provider agrees to provide uniform and linen rental and laundry services, which will included, but shall not be limited to, providing various City departments with floor mats, linen and uniform rental as well as timely pickup-up and delivery.
 - (b) Service Provider agrees to furnish all labor, materials, services, equipment, tools and other expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided herein.
 - (c) Service Provider agrees to comply with all requirements contained in the Request for Proposal, RFP No. 2023-006, which is incorporated into this Agreement by reference.
 - (d) Service Provider agrees to comply with all requirements contained in its Proposal to RFP No. 2023-006, which is incorporated into this Agreement by reference, provided, however, if there is a conflict between the provisions of Service Provider’s Proposal and this Agreement, the provision of this Agreement shall prevail over the conflicting provision of the Proposal.
 - (e) Service Provider shall perform the services provided under this Agreement as expeditiously as is consistent with good professional skill and care and the orderly progress of the services.
2. Compensation. City agrees to compensate Service Provider for the services provided under this Agreement, and Service Provider agrees to accept in full satisfaction for such services, payment in accordance with the compensation rates as are set forth in Service Provider’s price proposal to City, attached hereto as Exhibit “A” and incorporated herein by this reference.
3. Schedule of Payments. The Service Provider shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The City will utilize its normal accounting procedure in the payment of the invoices submitted. The City reserves the right to inspect and approve the services performed before payment is made to the Service Provider. Payment will be withheld for services

the City determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the City will provide the Service Provider with a written explanation as to why payment has been withheld.

4. Term. This Agreement shall have an initial term of twelve (12) months commencing on the date first written (the "Effective Date") unless a change is agreed upon in and by written amendment signed by all parties. The City shall have the option of renewing this Agreement on the initial and each subsequent one year anniversary of the Effective Date (the "Extended Term") by providing the Service Provider with written notice of its intent to so renew at least thirty (30) days prior to the expiration of the Term or the Extended Term. The term of this Agreement, including all extensions, shall not exceed four (4) calendar years. The City may require continued performance of the services within the limits and at the rates specified in the contract for an additional sixty (60) period to minimizing disruption of service during the changeover of service providers.

5. Termination. The City may terminate this Agreement without cause 10 calendar days after service of a termination letter to the Service Provider. In the event this Agreement is terminated in this manner, the Service Provider shall be paid for the cost of the services which have been completed and accepted by the City up to the date of termination.

6. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing body of the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the governing body, this Agreement shall terminate immediately upon written notice being given by the City to the Service Provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the Service Provider and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Service Provider shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Service Provider. The Service Provider and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the City as a result of this Agreement. Service Provider acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. Assignment. Service Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting. Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

10. Release. Service Provider's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Service Provider agrees not to purport to bind the City unless the Service has express written authority to do so, and then only within the strict limits of that authority.

11. Conflict of Interest. Service Provider 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. Service 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 employee or former employee have been followed.
12. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
13. Merger. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
14. Equal Opportunity Compliance. Service Provider agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Service Provider agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Service Provider is found not to be in compliance with these requirements during the life of this Agreement, Service Provider agrees to take appropriate steps to correct these deficiencies.
15. Applicable Law. The laws of the State of New Mexico shall govern this Agreement.
16. Workers Compensation. Service Provider agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Service Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
17. Records and Financial Audit. Service Provider shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
18. Indemnification. Service Provider shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Service Provider, its officers, employees, servants, subcontractors or agents.
19. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: City Manager 1376
E. Ninth Street
Alamogordo, NM 88310

To the Service Provider:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement.

SERVICE PROVIDER
XXXXXXXX XXXXXXXX

Date: _____

By: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____

Stephanie Hernandez
Acting City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney