

# REQUEST FOR PROPOSALS

RFP No. 2020-001

## IN - HOUSE CATERING 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 Catering Services.

The objective of the catering service provider will be to provide in-house Contractor for food services at the Sgt. Willie Estrada Memorial Civic Center 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*

The Scope of Work is to provide In- House Catering 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 2020-001 In-House Catering 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	March 1, 2020
Deadline to submit Written Questions	Potential Offerors	March 23, 2020
Addenda if necessary	City of Alamogordo	March 24, 2020
Submission Proposals	Potential Offerors	March 31, 2020
Proposal Evaluation	Evaluation Committee	April 3, 2020
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	April 28, 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 Administration for 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 2020-001 IN-HOUSE CATERING 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. 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. The budget for the Advertising and Marketing Services is contingent upon sufficient funds available. Lodgers Tax comprises the primary funding source and as such is utilized based on definitions provided under the Lodger's Tax Act, Section 3-28-15 NMSA 1978. Services are performed by independent contractors, but must be expended in accordance with all applicable statutes and regulations.

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 are 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 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. Registration

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

32. Insurance

**Public Liability and Automobile Liability Insurance**

**General Liability:** Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

**Bodily Injury Liability:**

\$500,000 each occurrence

\$1,000,000 aggregate

**Property Damage Liability:**

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:
  - a. Coverage for liability arising out of the operation of independent Contractors.
  - b. Completed Operations Coverage.
  - c. Attachment of the Broad Form Comprehensive General Liability Endorsement.
2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired

cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

**Bodily Injury Liability:**

\$500,000 each person

\$1,000,000 each occurrence

**Property Damage Liability:**

\$1,000,000 each occurrence

**Workers' Compensation Insurance**

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

**Owners' Protective Liability Insurance**

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

**Bodily Injury Liability:**

\$500,000 each occurrence

**Property Damage Liability:**

\$100,000 each occurrence

**Property Damage and Bodily Injury Combined:**

\$1,000,000 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**

###### **1. 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 **TWENTY FIVE (25)** pages of 8.5" by 11" paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran's Preference Certification Form, Resident Business Certificate, 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 complete Attachment 5 – Resident Veterans Preference Certification Form and submit with each copy of the proposal (not included in page count).
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment 3 – 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 2020-001 In-House Catering 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 Scope of work.
2. **Capacity and Capability** **(20 points)**  
  
Firm's capacity and capability to provide the product 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 should 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 for Scope of Work (Attachment A).

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 per #1, #2 or #3 below**

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

**1. 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.

**2. 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.

**3. 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 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**

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 veteran's 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 1

## Scope of Work

### 1. OVERVIEW

The City of Alamogordo has determined it is within the best interests of the City of Alamogordo to offer clients of the Sgt. Willie Estrada Memorial Civic Center the option of using an in-house Contractor for food services.

### 2. EVENT LOCATION

The location will be the Sgt. Willie Estrada Memorial Civic Center on dates of the client of the Sgt. Willie Estrada Memorial Civic Center's choosing. The Sgt. Willie Estrada Memorial Civic Center is located at 800 E 1<sup>st</sup> St, Alamogordo, NM 88310.

### 3. CONTRACTOR PROVIDES

- The Contractor must provide a clean, clear, and easily understandable menu including prices per plate. The menu shall have an assortment of options, styles, and cultural foods to meet potential client wants. The menu shall include main dishes, assortment of side dishes, nonalcoholic beverages, and an assortment of desserts.
- Utensils for the consumption of food and beverages to include but not limited to forks, knives, spoons, cups, plates, napkins, etc.
- Pots, pans, and other needed utensils for preparing food and holding food at the proper temperatures, pursuant to the New Mexico Environmental Department.
- Cleaning solutions such as bleach and soap.
- Upon request by the Client or City of Alamogordo, Contractor will provide a sample of the food to be prepared for each specific event.

### 4. CITY OF ALAMOGORDO PROVIDES

- Facility Kitchen – Sgt. Willie Estrada Memorial Civic Center located at 800 E 1<sup>st</sup> St, Alamogordo, NM 88310.
- Use of the kitchen includes the ice machine, cold and dry storage.
- All serving tables: for food, drinks and dessert
- Trash and recycling receptacles for attendees use and dumpster for trash disposal Contractor.
- The following appliances:
  - Double convection oven
  - Gas range
  - Three compartment sink
  - Handwashing sink
  - Refrigerator
  - Freezer

### 5. DAMAGES

Should any of the equipment provided by the City of Alamogordo fail to function properly, the contractor shall immediately notify the Civic Center Manager. At such time, with the help of various City departments, a determination will be made about the cause of the failure. If it is found that the contractor intentionally or negligently is responsible for the equipment failure, the Contractor shall:

- Pay for the cost to repair the piece of equipment to include all contractors fees
- OR
- Pay to replace the piece of equipment with another piece of the same or equal capability.

### 6. EVENT MEETING

City of Alamogordo staff will schedule a meeting with the Contractor to go over details of each individual event along with the Sgt. Willie Estrada Memorial Civic Center client(s). Should a client choose not to utilize the Contractor, the City of Alamogordo reserves the right to rent the kitchen at the Sgt. Willie Estrada Memorial Civic Center to the client for use as they see fit. Furthermore, the City of Alamogordo reserves the right to rent the Sgt. Willie Estrada Memorial Civic Center Kitchen at any time. During these times, the City of Alamogordo is not responsible for any items that the Contractor has left behind in the kitchen or storage areas and is not responsible for their damage or theft.

**7. SET UP & TAKE DOWN**

The Contractor will have access to the facility at 8:00 a.m. the day of each event. The Contractor must be ready to serve at a time specified by the client. Clean up and take down can begin at a time mutually agreed upon between the client and Contractor.

**8. QUALIFICATIONS OF OFFEROR AND STAFF**

The Contractor shall perform all specified work using properly trained and skilled workers supervised by the contractor. The Contractor shall be licensed and bonded in the State of New Mexico and shall have a minimum of three (3) years' experience in catering services similar in size and scope as being requested by the City of Alamogordo in this Request for Proposals. All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of work being performed. No visitors, spouses or children of the Contractor's employees will be allowed in the workplace during working hours, unless they are employees of the Contractor. All employees of Contractor shall be of neat appearance and conduct themselves in a professional manner while working for the City of Alamogordo.

**9. INSURANCE**

The successful offeror will be required to submit a current Certificate of Insurance that includes the City of Alamogordo as additionally insured at the limits specified in the New Mexico Tort Claims Act. The Contractor shall not allow insurance to become default at any time. Should the insurance become default, the City of Alamogordo reserves the right to terminate this contract immediately.

**10. PAYMENT CLAUSE**

The City of Alamogordo will accept payment from Client for catering services . The City reserves the exclusive right to determine the acceptability of any part of this event. Payment in full will be made upon satisfactory completion of the event to the Contractor. The City of Alamogordo reserves the right to retain twenty-five (25) percent of each plate purchased. Should any portion of the event not meet the City's acceptance, final payment may be adjusted.

**11. LICENSES**

Contractor must be a Certified Food Safety Manager which certification has been obtained via a class deemed acceptable by the New Mexico Environmental Department. Any employees of Contractor shall possess a Food Handlers Card that has been obtained via a class deemed acceptable by the New Mexico Environmental Department. Contractor shall obtain any and all permits required by the New Mexico Environmental Department.



## 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 2020-001 In-House Catering Service**

**ACKNOWLEDGMENT OF RECEIPT FORM**

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

#### In- House Catering SERVICES AGREEMENT

**THIS AGREEMENT** made effective this            day of XXXXXX XX, 2020, 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. 2019-003, 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 catering services at the Willie Estrada Civic Center, in accordance with RFP 2020-001 In-House Catering Services.
  - (b) Service Provider agrees to comply with all requirements contained in the Request for Proposal, RFP No. 2020-001 In-House Catering Services, which is incorporated into this Agreement by reference 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.
  - (c) 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 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: Brian Cesar,  
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: \_\_\_\_\_  
Brian Cesar  
City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Petria Bengoechea, City Attorney