



**Request for Sealed Proposals
RFP # 2020-723**

**Sale of Real Property
119 E Chuska, Aztec NM 87410**

Commodity Code: 99884

PROPOSAL DUE DATE/TIME/PLACE:

Thursday, October 17, 2019, 3:00 PM
City of Aztec
201 W Chaco
Aztec NM 87410

SITE VISIT SCHEDULED:

Wednesday, October 9, 2019, 1:00 PM
119 S. Church, Aztec NM 87410
(East Entrance of Building)

Tentative Commission Award Date

November 2019

For further information contact:

Kathy Lamb
Finance Director
City of Aztec
Phone: 505-334-7653
Fax: 505-334-7649
Email: klamb@aztecm.gov

**CITY OF AZTEC
REQUEST FOR PROPOSALS**

**RFP 2020-723 SALE OF REAL PROPERTY
OFFER TO PURCHASE**

I. REQUEST FOR PROPOSAL

A. Request:

The City of Aztec, New Mexico (City) will accept proposals for the sale of City owned property located at 119 E Chuska Street / 119 S Church Avenue, Aztec, New Mexico (the "Property").

Respondents to this Request for Proposals (RFP) shall submit to the City of Aztec, a proposal(s), which will address the various components as set forth in this Request for Proposal.

B. Obtaining a Request for Proposal with Offer to Purchase Forms:

Proposal documents are available online by accessing the City's purchasing webpage through www.aztecnm.gov or by contacting Kathy Lamb at (505) 334-7653; klamb@aztecnm.gov or through Vendor Registry Solicitations link <http://www.aztecnm.gov/purchasing/office.html>

II. PROPERTY INFORMATION

The City intends to sell this Property, which currently houses the City's Aztec Business Incubator. Property is being sold as is. It is the City's intention for the buyer(s) to develop the property to contribute to the economic base of the City. The sale shall be conditioned upon the offer, use of the property, proposed improvements, and timetable for making improvements.

The City leased the Property beginning in December 2015 and purchased the Property in December 2017 with the intent to operate a business incubator. Due to inadequate City staffing to fully develop the business incubator, it has been determined to be in the City's best interest to sell the property. The 550 Brewing Taproom has been a tenant in the facility since December 2016, successfully expanding their home brewing business. The lease agreement between the City and 550 Brewing Company, LLC. expired in March 2019 and their occupancy continues on a month to month basis in accordance with the terms of the lease agreement.

The legal description for the Property is: Lots 9, 10, 11 and 12 in Block 31 of the Original Townsite of Aztec, recorded in Book 1179 / Page 921. San Juan County New Mexico property tax ID: R0000349.

The Property site consists of four 3,500 square foot lots (Lots 9 – 12) totaling 14,000 square feet (0.32 acres), being situated at the northwest corner of South Church Avenue and East Chuska Street. The Property is located within the city limits of Aztec, currently zoned as a C-1 limited retail/neighborhood commercial district. This district is established as a mixed-use neighborhood commercial district. An activity permissible in this district should attempt to locate in or near the City's "Central Business District". This district should contain the major bulk of the shopper's goods, specialty goods and professional services needed to satisfy the day-to-day requirements of the City's population. The district should also encourage in-fill housing, institutional uses, public buildings, and spaces. The site is not located in a flood hazard zone and is served by all public services.

The building is a 3,670 square foot (sf), concrete block and on a concrete slab with stucco exterior, constructed during the 1960s. The building was originally 2,070 sf one level. A 1,600 sf two story addition was added at the rear of the building following the original construction. The original area currently includes a reception area, four offices, conference and two restrooms. The addition includes a reception area, five offices and a single restroom.

III. CONDITIONS GOVERNING DISPOSITION OF SAID PROPERTY

A. Offer:

Respondents must complete and submit the Offer to Purchase (Appendix A) and Property Narrative (Appendix B). Only offers meeting or exceeding \$150,000.00 will be considered. All offers shall remain valid for a period of ninety (90) calendar days from the RFP due date. In case of ambiguity or lack of clearness, the City reserves the right to adopt the most advantageous thereof or to reject any or all proposals and waive irregularities.

B. Purchase Price:

Purchase price must be paid by certified or cashier's check at closing. Appraisal price for the Property is \$150,000.00. Appraisal is available on the City's website: <http://www.aztecm.gov/purchasing/office.html>

C. Title And Escrow Costs:

The successful Respondent(s) shall be solely responsible for paying all closing fees and costs (exclusive of the City's attorney fees), including but not limited to, an ALTA survey (if desired by Respondent), the cost of the owner's title policy and the escrow fees for the Property.

D. Commission:

The City agrees and acknowledges that it has not engaged the services of any agent or broker for the sale of this Property. In the event that Respondent has engaged an agent or broker, Respondent shall be solely responsible for the payment of said agent or broker, and said fees shall not be deducted from the purchase price.

E. Earnest Money Deposit:

Within five (5) business days after the City's acceptance of the offer, the successful Respondent(s) shall be required to deposit 10% of the accepted offer amount, as earnest money, with San Juan Title Company, Farmington, New Mexico. The earnest money shall be non-refundable.

F. Submission of Proposal:

To receive consideration, sealed Proposals must be submitted to the City of Aztec, 201 W Chaco, Aztec, NM 87410 **no later than 3:00 p.m. on October 17, 2019**. An original proposal and three (3) copies must be delivered to the City. No Proposals may be submitted by electronic mail or facsimile to the City will be accepted. **The outside of the envelope shall be marked "RFP 2020-723 SALE OF REAL PROPERTY"**. Late submittals will not be considered. Offers received after closing time will be returned unopened, to the sender.

Please note that the City of Aztec, NM is NOT a guaranteed delivery point for any of the various delivery services.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process.

G. Award:

The City will award the Proposal to the highest responsible bidder or to the bidder otherwise determined to be in the best interests of the City and to support the highest and best use of the Property. Selection will be based on proposals executing the City's form of Offer to Purchase, Property Narrative, other required documents and supporting documentation. The sale is subject to final approval of the City Commission and its determination of a sale in the best interest of the City. The City reserves the right to reject any or all offers.

H. Schedule:

The projected schedule for award of the proposal:

Site Visit:	<u>October 9, 2019 1:00 PM</u>
Proposals Due:	<u>October 17, 2019</u>
Award by City Commission:	<u>November 12, 2019</u>

This schedule is subject to change.

I. Exceptions to this Request for Proposal:

Any exceptions from the provisions of this Request for Proposals, which are desired by the Offeror, shall be specifically noted in the proposal submitted, including additional requirements and or requests. The exceptions are to be listed on Appendix "B".

J. Questions:

Questions regarding this Request for Proposal, or need for additional data or information should be submitted in writing by email or fax, at least seven (7) days prior to proposal due date, Kathy Lamb, klamb@aztecnm.gov or (505) 334-7649 (fax). Responses to questions will be posted to the City's website and provided to all known interested parties.

K. Site Visit:

A site visit is scheduled for Wednesday, October 9, 2019, 1:00 PM for all prospective Offerors. Prospective offerors will meet with City staff at the east entrance, 119 S. Church Avenue, Aztec, NM 87410.

L. Conflict of Interest Information:

Information on possible conflicts of interest should be provided in the proposal. The City will consider conflicts of interests in its award process.

M. Bribery and Kickbacks:

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose

felony penalties for illegal bribes, gratuities and kickbacks.

N. Point of Contact:

Kathy Lamb
City of Aztec, Finance Department
201 W Chaco
Aztec, NM 87410
Phone: (505) 334-7653
FAX: (505) 334-7649 email: klamb@aztecnm.gov

IV. SUBMISSION REQUIREMENTS

One original and three (3) copies of the proposal shall be delivered to the City of Aztec, 201 W Chaco, Aztec, NM 87410 no later than 3:00 p.m. on October 17, 2019.

Required Content

At a minimum the following information must be included in all Proposals:

1. Cover Letter

The Respondent must submit a cover letter committing the Respondent to purchasing the Property on the terms and conditions set forth in this RFP.

2. Offer to Purchase (Appendix A)

3. Property Narrative (Appendix B)

4. Submittal Form (Appendix C)

5. Campaign Contribution Disclosure Form (Appendix D)

6. Debarment/Suspension Certification Form (Appendix E)

V. EVALUATION CRITERIA

The City reserves the right to contact some or all of the Respondents to clarify nonmaterial aspects of their offers. In evaluating the Proposals, the City's selection will be based upon those factors deemed necessary to promote the best interests and welfare of the City, including, without limitation, the best and highest use of the Property.

Factors	Points Available
Proposed Use of Property	100
Proposed Property Improvements	100
Timetable for Making Improvements:	100
Exceptions to Request for Proposal	100
Purchase Offer	100
Business Specifications	
Submittal Form	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Debarment/Suspension Form	Pass/Fail

TOTAL	500 points
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Table 1: Evaluation Point Summary

The evaluation of each Offeror's purchase offer will be conducted using the following formula:

$$\frac{\text{This Offeror's Purchase Offer}}{\text{Highest Responsive Purchase Offer}} \times 100$$

VI. REJECTION OF PROPOSALS

A. Selection does not Guarantee the Award of a Contract.

This RFP shall not create any legal obligation of the City to evaluate any Proposal that is submitted or to enter into any contract or any other agreement with an entity who submits a response except on terms and conditions that the City deems, in its sole and absolute discretion, to be satisfactory and desirable. All Proposals should contain an affirmative statement regarding whether there is any "conflict of interest" with the City, its elected and appointed officials, and the Respondent. The City reserves the right to reject all Proposals received and the right to waive nonmaterial formalities and technicalities according to the best interests of the City. Any Proposals submitted shall be binding for ninety (90) days following the City's opening and review of the same. By submitting a Proposal, the Respondent acknowledges its understanding of the requirements of this submission and agrees to be bound to the same.

B. No Liability for Costs

The City is not responsible for costs or damages incurred by interested parties in connection with the RFP process. This includes, but is not limited to, costs associated with preparing the Proposals and of participating in any site visits, oral presentations and negotiations.

VII. CONTRACT AWARD

A. Completion

The Respondent's Proposal must be complete to be considered for the award.

B. City's Rights

The City reserves the right to qualify, accept or reject any or all Respondents and accept any Proposal deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all Proposals and waive irregularities or technicalities in any Proposal when in the best interest of the City and the best and highest use of the Property. The City reserves the right to accept or reject any exception taken by the Respondent to the terms and conditions of the RFP. Consideration may be given to, but not limited to, Respondent's proposed use of the Property, the best and highest use of the Property, and the offer price(s). The City reserves the right not to accept the highest offer if it does not comport with the best and highest use of the Property or is not in the best interests of the City.

C. Award

Award, if made, shall be in the form of a contract. All prescriptions of the RFP shall be understood as a form of a signed contract.

APPENDIX A

**SALE OF REAL PROPERTY
OFFER TO PURCHASE (1 OF 2)
for 119 E. CHUSKA**

TO: City of Aztec
201 W Chaco
Aztec, NM 87410

_____ herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Aztec, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

The following legal description is included to precisely define the property: Lots 9, 10, 11 and 12 in Block 31 of the Original Townsite of Aztec, recorded in Book 1179 / Page 921.

Closing shall be within ninety (90) days of acceptance of this agreement, unless otherwise agreed to by the parties. This sale is subject to approval by the City Commission, and the City reserves the right to reject any and all offers.

SUBMITTAL: To ensure proper identification and handling, submit sealed offer in a sealed envelope. This may be hand delivered or mailed, and must be delivered by the date and time due to:

City of Aztec
RFP 2020-723 Real Property Sale
201 W Chaco
Aztec, NM 87410

Timely delivery of the offer shall be the sole responsibility of the Offeror. Late offers, as determined by the date & time received by the City, will not be accepted.

The purchase price for 119 E. Chuska / 119 S. Church, Aztec, NM: \$ _____

Within five (5) business days after the City's acceptance of the offer, the successful Respondent(s) shall be required to deposit 10% of the accepted offer amount, as earnest money, with San Juan Title Company, Farmington, New Mexico. The earnest money shall be non-refundable.

**SALE OF REAL PROPERTY
OFFER TO PURCHASE (2 OF 2)
for 119 E. CHUSKA**

Print or Type Name of Buyer(s)

Address (Street, City, State and Zip Code)

Telephone Number

Signature of Buyer(s)

Date

Agent (if applicable)

Address (Street, City, State and Zip Code)

Area Code and Telephone Number

The City of Aztec reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of response submittals. The respondent is required to utilize this form. Signature is required and reflects agreement, by the respondent, to the terms of this document.

SIGNATURE OF BIDDER(S):

SIGNATURE OF BIDDER(S):

APPENDIX B

**PROPERTY NARRATIVE
(1 OF 2)
PROPOSAL RESPONSE FORM
for 119 E. CHUSKA**

Print or Type Name of Buyer(s)

Proposed Use of Property (use additional sheets, if necessary):

Proposed Property Improvements (se additional sheets, if necessary):

Timetable for Making Improvements (use additional sheets, if necessary):

Exceptions to Request for Proposal (use additional sheets, if necessary) :

Signature of Buyer(s)

Date

APPENDIX C
REQUEST FOR PROPOSALS SUBMITTAL FORM
RFP 2020-723 REAL PROPERTY SALE 119 E CHUSKA
Sealed proposals due by **October 17, 2019, 3:00 P.M. MDT**

1. OFFEROR INFORMATION

COMPANY NAME

ADDRESS/CITY/STATE/ZIP

If a corporation, state of incorporation: _____

New Mexico Tax ID No: _____ Federal Tax Id No: _____

2. CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRIES

NAME TELEPHONE NUMBER

TITLE EMAIL ADDRESS

3. PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER

NAME TELEPHONE NUMBER

TITLE EMAIL ADDRESS

4. PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER

NAME TELEPHONE NUMBER

TITLE EMAIL ADDRESS

PROPOSALS, ONE ORIGINAL AND THREE (3) COPIES, MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND TITLE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until **October 17, 2019, 3:00 P.M. MDT** and then opened at the **City of Aztec Finance Department**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process. The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Request for Proposal ("RFP"), and that the undersigned Offeror has read and understands the scope and conditions of the RFP.

The undersigned accepts the Conditions Governing the Procurement, as required in Section III.

The undersigned concurs that submission of our proposal constitutes acceptance of Section V of this RFP.

The undersigned acknowledges receipt of any and all amendments.

The Respondent further 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 Respondent 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 City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

To be a valid proposal, person authorized to contractually obligate organization must sign:

Signature

Title

Date

Appendix D

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals. "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Victor C. Snover, Mayor-ProTem Rosalyn A. Fry, Commissioner Mark E. Lewis, Commissioner Austin R. Randall, and/or Commissioner Sherri A. Sipe.

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)
—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX E

DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

CONFLICT OF INTEREST

No elected official or employee of the City of Aztec (COA) has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the COA Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal , state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Names Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____