

**CITY OF RATON**  
**REQUEST FOR PROPOSALS**  
**No. 2018-10-11**



**BUSINESS and**  
**ECONOMIC DEVELOPMENT SERVICES**

**SEALED PROPOSAL SUBMISSION DEADLINE**  
**NO LATER THAN 5:00 P.M., November 6, 2018**

**The City of Raton, New Mexico**

**Request for Proposal (RFP) No. 2018-10-11  
Business and Economic Development Services**

The City of Raton is accepting proposals for a business and economic development services program to be funded in the current fiscal year. Proposals shall be received from organizations, businesses or individuals that are qualified to provide services to the Raton community related to business and community development, job creation and economic expansion. The City of Raton will offer an Agreement for Business and Economic Development Services to the Offeror (or multiple Offerors) that best meets the City's requirements.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Tuesday, November 6, 2018 at the following location:

Raton Municipal Building  
224 Savage Avenue  
Post Office Box 910  
Raton, New Mexico 87740

The RFP shall be available at <http://www.ratonnm.gov/>, or by contacting the office of the City Clerk. A Pre-Proposal Conference will be held on October 22, 2018 at 10 a.m. in the City Commission Chambers at the Raton Municipal Building. Proposers may obtain additional information by contacting the Chief Procurement Officer, Michael Anne Antonucci at (575) 445-9551. The scope of work and the criteria for selection are described in the Request For Proposals (RFP). City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Anne Antonucci  
Raton City Clerk/Chief Procurement Officer  
October 11, 2018

## **I. INTRODUCTION**

### **A. DESCRIPTION OF SERVICES REQUESTED**

The City of Raton is accepting proposals for a business and economic development services program to be funded in the current fiscal year. Proposals shall be received from organizations, businesses or individuals that are qualified to provide services to the Raton community in the following areas:

- Develop partnership between appropriate governmental agencies and private enterprise;
- Business development, business expansion and job creation;
- Strategization regarding targeted business and economic development initiatives;
- Participation/ leadership in Target Industry Analysis
- New business and industry recruitment;
- Community development planning, organization, marketing and implementation intended for job creation and economic expansion;
- Facilitate resources for new product development;
- Entrepreneurial development and technical assistance.

The City of Raton will offer an Agreement for Business and Economic Development Services to the Offeror (or multiple Offerors) that best meets the City's requirements.

### **B. PROPOSAL DEADLINE**

Proposals pursuant to RFP #2018-10-11 must be submitted on or before November 6, 2018 at 5:00 p.m. MDT. Proposals received after the date and time set fourth will be marked as "Late Submission" and will be returned unsealed to the respondent. No form of amendment will be accepted by the City of Raton after that time.

### **C. PROCUREMENT MANAGER**

The City of Raton has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and contact information is listed below.

Name: Michael Anne Antonucci, Treasurer/Procurement Manager

Address: P.O. Box 910, 224 Savage Avenue

Telephone: (575) 445-9551 Fax: (575) 445-3398

Email: [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com)

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors my contact only the Procurement Manager regarding this procurement. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

## II. CONDITIONS GOVERNING THE PROCUREMENT

### A. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	City of Raton	T-0
2. Distribution List	City of Raton	T-11
3. Pre-Proposal Conference	City of Raton	T-11
4. Deadline to Submit Questions	Potential Offerors	T-13
5. Response to Written Questions	Procurement Manager	T-15
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>T-26</b>
7. Proposal Evaluation	Evaluation Committee	T-26 to T36
8. Contract Awards	City Commission	T-47
9. Protest Deadline	Procurement Manager	+15 days

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities in the sequence of events shown in above.

#### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Raton on October 11, 2018.

##### 1. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (Attachment 1) to be placed on the procurement distribution list. The form should be signed by an authorized representative, dated and returned to the Procurement Manager by 5:00 pm MST on **October 22, 2018**.

The procurement distribution list will be used for 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 Offeror's organization name shall not appear on the distribution list.

##### 2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at 10 a.m. on October 22, 2018 in the City Commission Chambers in the Raton Municipal Building located at 224 Savage Avenue. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the questions(s) will not be revealed. Additional

written questions may be submitted after the conference. All written questions will be addressed in writing on the date listed in the Sequence of events. A public log will be kept of the names of potential offeror(s) that attended the pre-proposal conference. Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. MST on October 24, 2018 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Paragraph C. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

### **4. Response to Written Questions**

Written responses to written questions will be distributed by October 26, 2018 as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted to: [www.ratonnm.gov](http://www.ratonnm.gov)

### **5. Submission of Proposal**

All proposals must be received by the City no later than the date and time specified. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

City of Raton  
Office of the City Clerk  
Attn: Michael Anne Antonucci, Procurement Mgt  
224 Savage Avenue, P.O. Box 910  
Raton NM 87740  
575-445-9551

Offeror must submit proposal one (1) original, and three (3) copies of their proposal in a sealed envelope labeled on the outside to clearly indicate that they are in response to the City of Raton RFP # 2018-10-11. Submittals are due by 5 p.m., Tuesday, November 6, 2018 in the office of the City Clerk.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all submitted proposals. Pursuant to NMSA 1978 13-1-116, the contents of proposals shall not be disclosed to other 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 Proposals.

## **6. Proposal Evaluation**

An Evaluation 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. After initial ranking of the proposals, at the City's option, the City may decide to interview the top three (3) ranked offerors to develop final rankings based on the proposals as final. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Contract Awards**

The award shall be made to the responsible Offeror (or Offerors) whose proposal is most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this request for proposal. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City Commission approval.

## **8. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 13-1-172 and applicable procurement regulations. Only protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM MST on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to:  
Michael Anne Antonucci, Procurement Manager  
P.O. Box 910, 224 Savage Avenue  
Raton NM 87740

Protests received after the deadline will not be accepted.

### **III. SCOPE OF PROCUREMENT**

It is anticipated by the City of Raton that successful proposal(s) will be funded for a term of one year with consideration to renew or extend programming subject to City Commission approval and funding appropriation.

#### **A. SUMMARY SCOPE OF SERVICES**

1. The Request for Proposal (RFP) is being issued by the City of Raton to engage successful Offeror (or multiple Offerors) as provider of services related to business and community development, job creation and economic expansion. Successful Offeror(s) shall operate as an independent Contractor and may consist of qualified organizations, businesses or individuals that demonstrate capability, vision, leadership and experience in the areas detailed herein. Offeror shall hire and supervise employees who are utilized to meet requirements and objectives. Offeror must identify key personnel to be assigned to the project, their qualifications and representative experience.
2. The City of Raton shall consider any type of proposal that meets an objective or multiple objectives of the initiative. Offeror shall detail specific plans or proposed actions intended to achieve measurable success in meeting one or more stated objectives, and shall discuss anticipated sustainability of proposed measures. Offeror shall address the proposed structure and plan for implementation of actions and measures. Offeror shall describe how public funding shall be exchanged for a substantive contribution from the Offeror to meet community objectives.
3. Offeror shall describe the key elements and vision of the proposal that will achieve sustainable, balanced economic development and job creation for the Raton community. Proposal shall identify market sector dynamics and innovative strategies that create economic opportunities and how those dynamics and strategies align with Raton's assets and strengths. Proposal shall demonstrate Offeror's understanding of Raton's unique set of economic strengths as well as challenges. Proposal shall discuss strategy to leverage the community's unique asset base for economic expansion, diversification, and sustainable growth, while mitigating the challenges and barriers to meeting objectives.
4. Offeror shall describe its experience, capability, knowledge and resources proposed to accomplish stated objectives and implement proposed measures. Proposal shall detail planned steps and schedule for organization, planning and implementation of elements of the proposal. Proposal shall detail financial soundness and readiness to proceed of contemplated actions and plans, as applicable.
5. Offeror shall provide detailed proposal regarding funding utilization, financial management, accounting system, and record keeping. Proposal shall provide detailed information regarding planned operational costs, capital expenses, personnel expenses, and third party expenses. Proposal shall provide information regarding Offeror's capability to seek outside

funding and grants.

6. Deliver to the City Manager a quarterly report which will include an accounting of expenses and narrative regarding progress to meeting proposal objectives. Contractor agrees to provide detailed financial information related to City of Raton funding, and general financial information regarding funding from other sources.
7. The Contractor agrees to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of the Contractor and will further indemnify and save the City harmless against and from any and all claims arising from any breach or default on the part of the Contractor in the performance pursuant to the terms of this agreement or arising from any act or negligence of the Contractor, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim. Contractor agrees to carry insurance appropriate to proposed services and contractual relationship with the City of Raton.
8. The Contractor shall agree that certain powers of approval will be reserved to the City of Raton. Among these powers are zoning and community development authority, promotion of the health, safety, morals, and general welfare of the community, conformance with community development objectives and criteria, protection against the unauthorized use of public money and other public resources, compliance with audit and financial requirements, and to protect and conserve public funding accountability.

#### **IV. PROPOSAL REQUIREMENTS**

##### **A. PROPOSAL CONTENT**

1. Include Attachment 2, Campaign Contribution Disclosure Form – This requirement applies regardless whether a covered contribution was made or not made for the officials identified on the form. Failure to complete and return the signed unaltered form will result in disqualification.
2. Include Attachment 3, Letter of Transmittal Form – Offerors proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual authorized to obligate the organization, business or individual submitting proposal.
3. Include Attachment 4, Conflict of Interest Certification – 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 contract. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public



officer or former City of Raton employee have been followed.

4. Offerors shall submit one (1) original, and three (3) copies of their proposal in a sealed envelope identifying their response to RFP #2018-10-11.

## B. PROPOSAL EVALUATION AND SELECTION

### Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

<u>FACTOR</u>	<u>POINTS POSSIBLE</u>
1. Offeror Experience and Qualifications	15 pts
2. Offeror Capabilities and Capacity	20 pts
3. Evidence of Understanding the Scope of Work	15 pts
4. Demonstration of Effective Local Economic Development Strategy	25 pts
5. Potential for Substantive Community Benefit	25 pts
6. Letter of Transmittal	pass/fail
7. Signed Campaign Contribution Disclosure Form	pass/fail
8. Conflict of Interest Certification	pass/fail
9. Resident Business or Resident Veterans Preference	Statutory Values
<b>TOTAL POINTS POSSIBLE</b>	<b>100 pts</b>

### Selection

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The City of Raton selection committee will review and evaluate proposals.
3. The City will undertake negotiations with the top rated Offeror or multiple Offerors as determined to be in the best interest of the City of Raton.
4. Interviews will not be held with any of the Offerors. However, the City reserves the right to hold interviews if it deems necessary.

### C. AWARD OF CONTRACT

The award shall be made to the responsible Offeror (or Offerors) whose proposal is most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the City's option, the City may decide to interview the top three (3) ranked firms to develop final rankings based on the proposals as final. Discussions may be conducted with Offerors which submit proposals determined to be reasonably qualified of being selected for award, but proposals may be accepted without such discussions.

### D. TERMS & CONDITIONS

#### 1. Incurring Cost

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

#### 2. Amended Proposals

Offerors may submit an amended proposal before the deadline for receipt of proposals. Such amended responses must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City of Raton personnel will not merge, collate, or assemble proposal materials.

#### 3. Offeror's Rights to Withdraw Proposal

Offeror 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 signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

#### 4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

#### 5. Disclosure of Proposal Contents

The proposals will be kept confidential until contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The City of Raton will not disclose or make public any pages of a proposal on which the 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 Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-8 & 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, the Finance Department shall

examine the Offeror's 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.

6. No Obligation

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

7. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Raton.

8. Sufficient Appropriation

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

9. Legal Review

The City of Raton requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offerors concerns must be promptly brought to the Finance Department.

10. Governing Law

This procurement and any agreement with Offerors that may result shall be pursuant to the State of New Mexico Procurement Code, or other applicable statute or ordinance.

11. Basis for Proposal

Only information supplied by the City of Raton in writing through this RFP should be used as the basis for the preparation of Offeror proposals.

12. Contract Terms and Conditions

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

Should an Offeror object to any of the City of Raton's terms and conditions as contained in this section, the Offeror must propose specific alternative language. The City of Raton may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City of Raton and will result in disqualification of the Offeror's proposal.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City of Raton.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed on between the City of Raton and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

15. Right to Waive Minor Irregularities

The City of Raton Purchasing Agent reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirements provided that all otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Agent.

16. Bribes. Gratuities & Kickbacks

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

17. Protest

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

18. Agency Rights

The City of Raton reserves the right to accept all or a portion of an Offeror's proposal.

19. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become property of the City of Raton.

20. Responsibility of Offeror

At all times, it shall be the responsibility of the Offeror to ensure its proposal is delivered to the City of Raton by the proposal due date and time. Proposals arriving late will not be considered.

21. Campaign Contribution Form

Offerors shall complete Attachment No. 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

22. Disclosure Regarding Responsibility:

Any prospective Offeror and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

The Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement

Officer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Raton, the Chief Procurement Officer or City Manager may terminate the involved contract for cause. Still further the Chief Procurement Officer or City Manager may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer or City Manager.

23. Resident Business or Resident Veterans Preference:

To be awarded additional Resident Business preference points, Offerors must include a copy of their Resident Business Certificate issued by *New Mexico Tax & Revenue*. In addition, for resident Veterans Preference the attached Certification Form (Attachment No. 5) must accompany the certificate issued by New Mexico Tax & Revenue. Any business wishing to receive the preference must provide proper documentation. For more information, visit:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

# **ATTACHMENT 1**

## **ACKNOWLEDGEMENT OF RECEIPT FORM**

**ATTACHMENT 1**

**RFP No. 2018-10-11  
BUSINESS AND ECONOMIC DEVELOPMENT SERVICES**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Attachment 5.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on October 22, 2018. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

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 Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Michael Anne Antonucci, Procurement Manager  
P.O. Box 910, 224 Savage Avenue  
Raton, NM 87740  
Telephone: (575) 445-9551  
Fax: (575) 445-3398  
Email: [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com)



**ATTACHMENT 2**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## ATTACHMENT 2

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 electing the official to 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time 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.

**“Prospective contractor”** means a person or business that 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 or business 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.

**Name(s) of Applicable Public Officials(s) if any:**

Mayor – James Neil Segotta  
Mayor Pro Tem – Linde Schuster  
Commissioner – Ronald Chavez  
Commissioner – Donald Giacomo  
Commissioner – Lori Chatterly  
Municipal Judge – Roy Manfredi

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
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)

**ATTACHMENT 3**  
**LETTER OF TRANSMITTAL FORM**

**ATTACHMENT 3 - LETTER OF TRANSMITTAL FORM**

RFP #: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-contractors (select one)

\_\_\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II.C.1

\_\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_\_\_ I acknowledge receipt of all amendments to this RFP.

\_\_\_\_\_, 2018  
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

**ATTACHMENT 4**  
**CONFLICT OF INTEREST CERTIFICATION**

**City of Raton**

**CONFLICT OF INTEREST CERTIFICATION**

(Must be included with Proposal)

This Affirmation shall include both organizational and personal conflicts of interest.

I affirm that I (or my firm) \_\_\_\_\_ have no conflict of interest in performing the Scope of Work as specified in the Request for Proposals, and that I have identified any potential conflicts of interest as required in the RFP.

\_\_\_\_\_  
(Signature of Offeror or Offeror's Authorized Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name, if applicable)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, ZIP Code)

**Conflict of Interest Form**

**ATTACHMENT 5**

**RESIDENT VETERANS CERTIFICATION FORM**



## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (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 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 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 \$5M allowing me the 7% preference on this solicitation. 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 termination of award of the procurement involved if the statements are proven to be incorrect.