

**CITY OF RATON**  
**REQUEST FOR PROPOSALS**  
**No. 2021-0301**



**CONSTRUCT-TO-SUIT BUILDING**  
**for**  
**COMMUNITY ECONOMIC DEVELOPMENT**

**SEALED PROPOSAL SUBMISSION DEADLINE**  
**NO LATER THAN 5:00 P.M., Tuesday March 16, 2021**

**The City of Raton, New Mexico**

**Request for Proposal (RFP) No. 2021-0301  
Economic Development Construct-To-Suit Building**

The City of Raton is accepting proposals for commercial/ business occupancy of a new construct-to-suit building facility to be constructed by the City of Raton for economic development and community service purposes. Proposals shall be received from organizations, businesses or individuals meeting the qualification for a Qualifying Entity that have interest in development of a commercial opportunity appropriate for a pre-engineered steel building located in Raton, New Mexico.

The City of Raton will offer a Project Participation Agreement for occupancy to the Offeror that best meets City of Raton requirements and objectives.

This Request for Proposals invites each potential proposer to perform its own investigations and make its own assessments as to the extent and nature of the commercial opportunity best suited for the Raton economic market area while adhering to applicable statutes and ordinance relating to the New Mexico Local Economic Development Act (LEDA) (5-10-1 to 5-10-13 NMSA 1978) and § 153.30 - Raton Economic Development Plan Ordinance. With reference to these various laws, each proposer is invited to submit its proposal for commercial/ business operations related to the development.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Tuesday, March 16, 2021 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 Chief Procurement Officer. A Pre-Proposal Conference will not be held, proposers may obtain additional information by contacting the Chief Procurement Officer 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  
Chief Procurement Officer  
City of Raton  
March 4, 2021

## **A. INTRODUCTION**

The City of Raton has established community opportunity goals identified in its Economic Development Plan and has developed resources intended to foster entrepreneurship, commercial expansion and job creation through the application of resources to an incentivized development plan. Raton has identified local strengths and opportunities for economic development related to strategic location, transportation advantages, infrastructure and water supply perquisites, and favorable public partnership and participation that comply with all legal facets of LEDA.

Raton has appropriated \$700,000 to assist expanding or relocating businesses that are Qualified Entities that will stimulate economic development and produce public benefits pursuant to LEDA.

Consideration for award of the Public Participation Agreement shall be ranked and rated based upon demonstration that proposed project can offer:

- Significant community impact and support;
- Ability to establish and operate in rural and underserved area of New Mexico;
- Increased wages and job creation;
- Significant new capital investment; and
- Environmentally sustainable outcome.

## **B. DESCRIPTION OF SERVICES REQUESTED**

The City of Raton currently seeks proposals for commercial/ business occupancy of a new build-to-suit facility to be constructed by the City of Raton to support economic development purposes. The City of Raton anticipates construction of the facility under terms of a Public Participation Agreement to incentivize occupancy by a Qualified Entity for a period of 5 to 10 years. The City of Raton seeks a long-term establishment of a business operation that can create economic development, employment and community service benefits to the community of Raton.

Proposals shall be graded on Offerors ability and commitment to meet City of Raton objectives. The City of Raton will offer a Public Participation Agreement to the Offeror that best meets the City's requirements.

## **C. SUMMARY SCOPE OF SERVICES**

1. It is anticipated by the City of Raton that successful Offeror will be proffered a Public Participation Agreement for occupancy and operation of Municipally Owned Facilities for a period of 5 to 10 years with consideration to renew or extend agreement subject to City Commission approval and successful operations.

2. The Request for Proposal (RFP) is being issued by the City of Raton to engage successful Offeror as provider of potential business and community development, job creation and economic expansion. Successful Offeror shall operate as an independent Contractor and may consist of qualified organizations, businesses or individuals that demonstrate capability 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.
3. 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 participation shall be exchanged for a substantive contribution from the Offeror to meet community objectives.
4. Offeror shall describe the key elements of the proposal that will achieve sustainable commercial success and community benefit. Proposal shall demonstrate Offeror's understanding of Raton's unique opportunity and 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 discuss strategy to leverage the community's unique asset base for business establishment and sustainable growth.
5. 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.
6. Deliver to the City Manager an annual report which will include a description of services or operations provided during the term, local employment data related to the enterprise and proposed outlook for sustained operations.
7. The successful 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 public facilities, compliance with audit and financial requirements, and to protect and conserve public funding accountability.

**D. ACKNOWLEDGEMENT OF RECEIPT**

Potential Offerors should hand deliver, email or send by registered or certified mail the "Acknowledgment of Receipt Form – Attachment No. 1", to the Chief Procurement Officer, Michael Anne Antonucci, [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com) to have their organization placed on the procurement distribution list. The form must be returned to the Chief Procurement Officer by 5:00 p.m. MST on Tuesday, March 9, 2021.

The procurement distribution list will be used for distribution of written responses to questions and/or any RFP amendments. Failure to return the Acknowledgement of Receipt form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining responses to written questions and any amendments to the RFP on the City of Raton website [www.RatonNm.gov](http://www.RatonNm.gov).

**E. DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Potential Offerors may submit written questions to the Chief Procurement Officer as to intent and clarity of this RFP until 5:00 P.M. MST on Wednesday, March 10, 2021. All written questions must be addressed to the Chief Procurement Officer. Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document which form the basis of the question.

Written responses to questions will be distributed by Thursday, March 11, 2021 to all potential offerors whose organization name appears on the procurement distribution list. An email copy will be sent to all Offeror's that provide an Acknowledgement of Receipt Form. Responses to the questions will also be posted on the City of Raton website [www.ratonNm.gov](http://www.ratonNm.gov).

**F. SUBMISSION OF PROPOSALS**

Proposals pursuant to RFP No. 2021-0301 must be submitted on or before March 16, 2021 at 5:00 pm MST. 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.

Written proposals responding to the Request for Proposals RFP No. 2021-0301 should be mailed or hand delivered to:

<b>Hand Delivered:</b>	<b>Mailed:</b>
<b>City of Raton</b>	<b>City of Raton</b>
<b>Michael Anne Antonucci</b>	<b>Michael Anne Antonucci</b>
<b>City of Raton Procurement Officer</b>	<b>City of Raton Procurement Officer</b>
<b>224 Savage Avenue</b>	<b>Post Office Box 910</b>
<b>Raton, New Mexico 87740</b>	<b>Raton, New Mexico 87740</b>

**G. PROPOSAL REQUIREMENTS**

**1. PROPOSAL CONTENT**

- a. Offeror must complete, sign and return Attachment No. 2, Campaign Contribution Disclosure Form, as part of their proposal. This requirement applies regardless whether a covered contribution was made to the identified elected officials. Failure to complete the signed unaltered form will result in disqualification.
- b. proposal must be accompanied by the Letter of Transmittal Form, Attachment No. 3, which must be completed and signed by an individual person authorized to obligate the firm. Failure to respond to all seven items will result in disqualification.
- c. Offeror must complete, sign and return Attachment No. 4, Conflict of interest Certification Form, as part of their proposal. 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 requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former employee have been followed.
- d. Offerors shall submit one (1) original, and three (3) copies of their proposal in a sealed envelope identifying their response to RFP No. 2021-0301.

e. To ensure adequate consideration and application of 13-1-21, NMFA 1978 (as amended) regarding a New Mexico Business Preference or New Mexico Resident Veterans Preference, Offerors MUST include a copy of their certificate with their proposal. Certificates for preferences can be obtained through the NM Department of Taxation and Revenue [www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx](http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx). An agency shall not award a business both a resident business preference and a resident veteran business preference.

**2. PROPOSAL EVALUATION AND SELECTION**

a. 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.

<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. Signed Campaign Contribution Disclosure Form	Pass/Fail
7. Letter of Transmittal	Pass/Fail
8. Conflict of Interest Certification	Pass/Fail
<b><u>TOTAL POINTS POSSIBLE</u></b>	<b>100 pts</b>

**Additional Points:**

New Mexico Preference – Resident Business Points (5%)	5 pts
New Mexico Preference – Resident Veterans Points (10)%	10 pts

**3. SELECTION**

- a. The City of Raton selection committee will review and evaluate proposals.
- b. The City will undertake negotiations with the top rated Offeror as determined to be in the best interest of the City of Raton.
- c. Interviews will not be held with any of the Offerors. However, the City reserves the right to hold interviews if it deems necessary.

## **H. AWARD OF CONTRACT**

The award shall be made to the responsible Offeror 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 that submit proposals determined to be reasonably qualified of being selected for award, but proposals may be accepted without such discussions.

## **I. TERMS & CONDITIONS**

### **1. Acceptance of Conditions Governing Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

### **2. 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.

### **3. 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.

### **4. 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 Chief Procurement Officer.

### **5. 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.

### **6. 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 Chief Procurement Officer 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.

7. No Obligation

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

8. 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.

9. 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 Offeror. The City of Raton's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded Offeror as final.

10. 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 Chief Procurement Officer.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Right to Waive Minor Irregularities

The City of Raton Chief Procurement Officer 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 Chief Procurement Officer.

17. 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.

18. Protest

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 RFP. The 15-calendar day protest period shall begin on the day following the award of contract(s) and will end at 5:00 p.m. 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 Officer  
P.O. Box 910, 224 Savage Avenue  
Raton, NM 87740

Protests received after the deadline will not be accepted.

19. Agency Rights

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

20. Ownership of Proposals

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

21. Contact with the City of Raton Officials or Staff Members

Any inquiries or requests regarding this procurement should be submitted, in writing, to Michael Anne Antonucci, City of Raton Chief Procurement Officer: P.O. Box 910, 224 Savage Avenue, Raton, NM 87740 or [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com). No inquiries shall be allowed after 5:00 P.M. MST March 10, 2021. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

22. 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.

23. Campaign Contribution Form

Offerors shall complete Attachment No. 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. This requirement applies regardless whether a covered contribution was made to the identified elected officials. Failure to comply with this requirement will result in rejection of proposal.

24. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form, Attachment No. 3, which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of any resultant contract award.
7. Identify the following with a check mark and signature where required:
  - a. Explicitly indicate acceptance of the Conditions Governing the Procurement in Section I.
  - b. Acceptance of Evaluation Factors contained in the RFP.
  - c. Acknowledge receipt of all amendments to this RFP.
  - d. Certify that the proposal submitted is valid for ninety (90) days after the deadline for submission of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

25. 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 Chief 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.

26. Resident Business or Resident Veterans Preference:

To be awarded additional Resident Business or Resident Veterans preference points, Offerors must include a copy of their 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 NO. 1**

**REQUEST FOR PROPOSAL**

**CONSTRUCT-TO-SUIT BUILDING FOR COMMUNITY  
ECONOMIC DEVELOPMENT**

**ACKNOWLEDGMENT 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 No. 4.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than 5:00 pm MST on **Tuesday, March 9, 2021**. 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.

BUSINESS NAME: \_\_\_\_\_

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.

Business 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)

## ATTACHEMENT NO. 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 Chatterley  
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 NO. 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 I.

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

I acknowledge receipt of all amendments to this RFP.

I certify that the proposal submitted is valid 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.

\_\_\_\_\_, 2021  
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

**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**