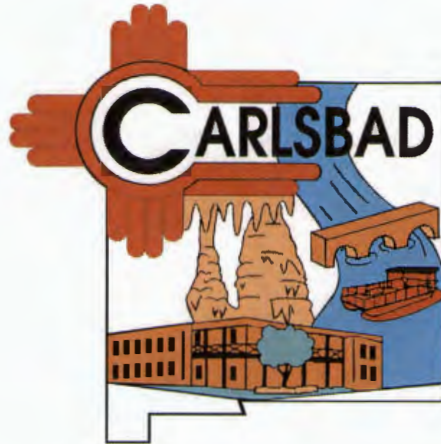


RFP 2024-03

GRANT SERVICES CONSULTANT



RELEASE DATE: FEBRUARY 23, 2024

DUE DATE: MARCH 19, 2024

DUE BY: 5:00 p.m. (Mountain Time)

PROCUREMENT MANAGER: MATT FLETCHER, CPO

msfletcher@cityofcarlsbadnm.com

575-234-7915

SUBMIT PROPOSALS TO:

CITY OF CARLSBAD

101 N. HALAGUENO STREET

CARLSBAD, NM 88220

REQUEST FOR PROPOSAL – GRANT SERVICES

Purpose/Background:

The City of Carlsbad is located in southeast New Mexico and has a population of over 32,238 based on the Census, April 1, 2020. This population does not take into consideration the vast transient population working in the Permian Basin. The City of Carlsbad experienced the highest population growth in New Mexico at an estimated 15.8%. Along with positive growth come challenges. The City of Carlsbad is a municipality with many departments that offer a multitude of services and programs to its citizens. Such services and programs may require alternative (grant) funding sources to fully fund and complete infrastructure projects, capital equipment purchases, or other specialized programs. The City of Carlsbad is committed to leveraging local capital or state funding to secure federal and other grant funds. The City of Carlsbad's strategic goals and objectives include completing fully vetted and viable projects for the safety, security, and quality of life of its citizens and those who work, play, and visit the area. In this fast-paced environment of stimulus funding and regular or special programming funds being made available through a highly competitive process, the City of Carlsbad would like to contract with flexible and reliable grant service consultant(s) who can support the City in this endeavor.

Request for Proposal ("RFP"):

The City of Carlsbad is soliciting proposals from qualified vendors ("Respondents") to enter into a multi-year on-call services contract for grant research, writing, and management services with the City of Carlsbad as described in this Request for Proposals ("RFP"). The selected Respondent will assist in researching and securing grants related to various areas, including but not limited to housing, transportation, environmental initiatives, recreation, parks, public safety, and quality of life initiatives. The purpose of this RFP is to identify and select a consultant or consultants that can provide comprehensive grant research, writing, and management support services to help the City maximize the benefits of grant funding for our community initiatives, as more fully detailed in the Scope of Services section of this RFP ("Services"). Respondents should have demonstrated experience and expertise in grant research, writing, and management services, specifically in the areas identified in the RFP, a track record of successful grant acquisitions, and a proven ability to secure funding for community-based projects.

This RFP provides a general description of the services anticipated, and submittal requirements, and outlines selection criteria and the selection process. A response to this RFP ("Proposal") should serve as a complete approach to providing the services. Joint submittals are encouraged to ensure the ability to provide all services requested in this scope. Any proposed subcontractors/team members must be identified and their roles clearly defined in the Proposal. The City intends to execute a contract or contracts with the selected Respondent ("Consultant") on a non-exclusive basis for a term that encompasses the length of time the Services are anticipated to be required and subject to an annual budget. Any selected Respondent will be expected to enter into a Professional Services Agreement (Attachment A) with the City consistent with the terms of this RFP.

Submission requirements and deadlines are as follows:

Date Released: February 23, 2024
Date Proposals Deadline: March 19, 2024
Anticipated Contract Date: April 2024

SCOPE OF SERVICES

Project Goals

The City seeks to increase its awareness of grant opportunities and to apply for grants that address documented City needs associated with service delivery and the goals of the City Council without utilizing tax dollars or taking away funds from other projects. The grant services consultant will be working on grants that support qualifying government services according to the U.S. Treasury Rules and other existing rules and regulations governing the use of the funds.

Contract Duration

This project will have an initial term of approximately fourteen (14) months beginning on or about April 1, 2024, and running until June 30, 2025, with the possibility of the City renewing the contract for up to three additional 12 (twelve) month terms. A task order will be assigned for each pre-approved task per project.

General Project Requirements

The consultant will be responsible for assisting the Grant Programs department in searching for, writing, and applying for grants on an on-call per task order basis. The tasks are as follows: **Task 1)** grant research, **Task 2)** prepare an analysis and assessment of each viable grant opportunity, **Task 3)** coordination and collaboration with the City staff, **Task 4):** Grant writing and application submissions, and **Task 5)** project/grant management support and compliance.

Key Deliverables & Tasks

The tasks identified below shall conform to the City's approved branding, formatting, and case project processing.

Task 1: Grant Research

Expectations: The contractor will research and locate relevant grant opportunities or as requested by the City.

Meeting(s): The contractor will meet with designated staff once per month to discuss the current list of grant opportunities. These meetings can be virtual.

Deliverables:

- a. Conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, and public safety.
- b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers.
- c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

Task 2: Grant Analysis and Assessment

Expectations: The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

Meeting(s): None unless follow-up questions arise from City staff.

Deliverables: The main point of contact for the City of Carlsbad is the Director of Grant Programs, but all task orders are subject to final approval by the City Administrator, and/or his or her designee.

- a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
- b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
- c. Work with the City's Grant Programs Department to obtain approval before the submission of grant proposals.

Task 3: Coordination and Collaboration

Expectations: The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

Meeting(s):

- a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

Deliverables:

- a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
- b. Write and apply for all grants approved by City staff.

Task 4: Grant Writing

Expectations: The contractor shall write and apply for all grants approved by City staff.

Meeting(s): None required, action taken in this task will be based on the ongoing meetings from task 3.

Deliverables:

- a. Write and apply for all grants approved by City staff.
- b. Maintain a master list of all grants applied for and the award status.
- c. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
- d. Assist with scheduling de-briefs with the funding agencies.

Task 5: Project Support and Compliance

Expectations: The contractor will assist with grant management and compliance as requested by City staff.

Meeting(s): To be scheduled as needed.

Deliverables:

- a. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
- b. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.
- c. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

Project Grant Management

The Consultant shall prepare and submit to the City for approval a grant management/risk plan that: specifies a schedule of work; details the roles and responsibilities of the Consultant and subcontractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. The consultant will participate in meetings at least once a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. The consultant will coordinate with City staff on the meeting agendas and keep meeting notes. The consultant will promptly respond to City requests (both routine and emergency).

Final Documents

Final documents will be submitted electronically to Angie Barrios-Testa, at abtesta@cityofcarlsbadnm.com

City Oversight

A designated individual will be responsible for the management of the contract for the City ("Project Manager"). The City will provide reasonable assistance to the Consultant in the scheduling of meetings, interpretation of policy and procedural requirements, research relating to internal documents, and coordination with outside agencies and City staff, but the City's obligation will not limit the Consultant's obligations to perform the Services. The City will rely on the personnel, experience, and expertise of the Consultant to ensure all necessary components of the scope of work are completed.

Timeline and Budget

The consultant must complete all deliverables within the agreed-upon schedule and the limits provided by the executed contract and as outlined in each task order.

Contract Requirements

The consultant will perform all Services in accordance with an executed Professional Services Agreement. Please refer to Attachment A for all contract requirements, including insurance, indemnification, compensation, termination, and payment standards.

PROPOSAL FORMAT

The Proposal must be typed or computer-generated and submitted in the format described below. Proposals (not including examples of previous work) shall be no more than 20 pages (8.5" x 11") with a minimum font size of 11 point. Marketing materials are discouraged and will count toward the 20-page maximum. The City requests that only information relevant to the Proposal be included. Proposals that do not meet the mandatory requirements herein may be considered non-compliant and may be rejected.

The Respondents are advised that when submitting a Proposal, the information is subject to public record and thus each Respondent releases the City from any claim of damage or loss arising from the release of confident or propriety information. Any concerns or questions can be submitted to the City's Purchasing Manager.

Proposals shall include the following items in the order listed:

- A. **Cover Letter:** A cover letter indicating the Respondent's interest and identifying the entity or entities submitting the Proposal. The letter must identify the name, address, email address, and telephone number of the person to contact, along with other contact information for those authorized to represent the Respondent. The letter should also include:
- A signature by a representative of the Respondent authorized to bind the Respondent for the terms proposed.
 - Any criteria expected by the City that the Respondent will not provide.
 - Any proposed changes to the draft Professional Services Agreement (Attachment A).
 - Any other information not appropriately contained in the body of the Proposal.
- B. **Cost Proposal:** A financial proposal focused on maximum value, innovation, and cost-effective implementation. ***Note: Respondents are asked to submit the cost proposal in a separate binder or envelope and note that it is enclosed in this section of the overall written proposal.**

The Cost Proposal should include:

- **Proposal.** A total not-to-exceed fixed fee for labor, equipment, time, materials, and other items necessary to meet the requirements of the Scope of Services and deliverables, including the requirements of the Professional Services Agreement. The fee should include all costs of performing the Services (including without limitation, mileage, travel, equipment, supplies, subcontractor costs, permits, licenses, overhead, profit, insurance, etc.) Although the City does not anticipate compensating Respondent for any additional items of expenses, any such additional amounts to be charged to the City must be identified in the cost proposal. Final pricing terms will be negotiated as part of the agreement following selection.
- **Detailed Cost Breakdown.** A cost and hourly rate for various job classifications for each task identified in the Scope of Services and the deliverables section of this RFP including an estimate of manpower hours needed to complete the work. All cost assumptions must be clearly documented in this portion of the submittal. A budget for direct expenses, including travel expenses, if any, must be included, but such expenses are not expected to be paid separately. All prices shall be firm and not subject to increase during the period of this contract.

- **Premium Cost.** A cost rate for a special City request with a shorter-than-normal application deadline. This is for any applications due in less than three weeks of initiating the task order, and or having extensive research or report requirements associated with the application.
 - **Proposed Payment Schedule.** A proposed payment schedule based on pre-established benchmarks. Proposals must show a retainage of at least fifteen percent (15%), payable on completion of all the project requirements. A final payment schedule will be negotiated as part of the agreement following selection.
- C. **Approach to Service:** A detailed description of the approach that will be used to deliver the Services and deliverables. The approach should follow the Scope of Services using a format of primary tasks with subtasks to provide context for the requested/proposed item. An example is as follows:
1. Scope Item
 - a. Description
 - b. Expectations
 - i. Meetings
 - ii. Deliverables
 - c. Key Respondent staff to perform the duties
 2. Approach to effective community outreach (i.e., Proposals should include common and creative approaches for successful public engagement).
 3. Innovative ideas for maximizing the value and amount of work that can be completed within the agreed-upon budget.
 4. Experience conducting similar services. Specifically, the ability to identify creative, realistic, and cost-effective implementation strategies.
- D. **Proposed Project Timeline:** A proposed timeline that identifies milestones and a completion date, preferably tied to the proposed payment schedule. The timeline should also include information as to how the project milestones will be achieved for each phase of the timeline. A narrative of the approach used to perform the Scope of Services and deliverables within the timeline must be included.
- E. **Resume and Qualifications:** A description of the history, experience, and qualifications of the Respondent and any proposed subcontractors to perform the Scope of Services and deliverables. The City expects that proposed personnel and subcontractors will remain assigned to the Services until completion of all deliverables. Include the following:
- Names and addresses of all firms to be involved in the work
 - History, size, and structure of the firm(s)
 - Identification of the Principal in Charge, the Project Manager, and the roles and responsibilities of each as they relate to the Project. Include relevant experience and copies of resumes of all personnel to be assigned to the work. If any aspect of the project will be subcontracted, please provide the same information for all team members.
 - A list of projects currently under contract and being worked on by the Respondent's team.
- F. **Example of Previous Work:** Complete examples of similar deliverables that were completed for other jurisdictions (this will not count towards the maximum page requirement).

- G. **Affirmative Participation Plans:** An outline of affirmative steps that Respondent will take to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- H. **Potential Conflicts of Interest:** List any work that your firm or your proposed sub-consultants are currently performing for the City or entities within the City.
- I. **Miscellaneous:** Any supplemental information and attachments relevant to the Proposal, Respondent's qualifications, or Respondent's approach. Respondents are encouraged to expand upon the specifications to give additional evidence of their ability to provide the Services.
- J. **Attachments A and B:** These do not count toward the 20 page limit. A. Professional Services Agreement and B. Campaign Contribution Disclosure Form

SELECTION PROCESS

Proposals will be scored and ranked based on how well a Respondent demonstrates its knowledge and understanding of the requirements of this RFP and on the following five (5) evaluation criteria. The City reserves the right to shortlist and conduct interviews should the need arise to complete the selection process. The evaluation criteria will consist of the following: project understanding/methodology, scope of work, schedule, project personnel, similar experience, and cost. A Proposal may score a maximum of one hundred (100) points. The five (5) evaluation criteria are:

CRITERIA	CRITERIA DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Respondent's understanding of the proposed Project as outlined in the RFP and the Offeror's demonstration of understanding of the magnitude of the SOW and the desired outcomes for the Project. The overall approach should include any tools or methodologies that are needed to complete the proposed Project on time and within scope and budget.	40% 40 points possible
Schedule/ Scope of Work	Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Respondent proposes to complete the Project, shall be sufficiently detailed to highlight the effectiveness of the Proposal, and should spell out how this work can be performed in a cost-effective manner. A schedule for the timely completion of the SOW shall be included. Information should be provided on the amount of time for each task.	35% 35 points possible
Project Personnel	Provide information on personnel to be assigned to this Project for the Respondent as well as the key personnel of any sub-contractors. Personnel should have experience in a variety of fields necessary to complete the requirements of the Project.	10% 10 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Project. The Respondent shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include project description, location, cost, status, and client contact information. The projects should reflect the firms' experience researching, applying for, and receiving grants for their clients, and experience with federal funding.	10% 10 points possible
Cost Proposal	A cost Proposal shall demonstrate a competitive and innovative pricing sheet that incorporates all direct and indirect costs associated with the project. Cost Proposal shall be submitted separately and not included in any other section of the proposal.	5% 5 points possible
	TOTAL POINTS POSSIBLE	100%

The City may also consider the fact that a Respondent is located within the City but it is not required.

All proposals will be reviewed and evaluated by the Selection Committee consisting of staff members of various city departments. The City reserves the right to request clarification or additional information from individual Respondents. The City may also consult additional resources for subject matter, expertise, and reference. By submitting a Proposal, Respondent authorizes the City to undertake such investigation as may be necessary to verify Respondent's qualifications and reputation. Respondents will execute releases as requested by the City to enable the City to obtain necessary information.

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the Respondents. If selected for an interview, presentations will be limited in time with additional time for questions. Respondents may also be asked to supplement their submittals.

In addition to the criteria stated above, the City may consider without limitation, a Respondent's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the work and complete all work on time, history of performance, reputation ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the City, including location within the City. The City may select multiple Respondents to provide Services as needed by the City.

The City will enter into a negotiation with the selected Respondent(s) regarding fees and Scope of Services. If an agreement cannot be reached with the chosen Respondent(s), the City may initiate negotiations with other Respondent(s). This process may continue until an agreement is reached with a Respondent(s). If the chosen Respondent(s) do not execute a contract within a specific deadline, the City reserves the right to award the contract to other Respondent(s). If the contract is awarded to multiple consultants, the highest-scoring respondent will be the first to be contacted by the City to request a task order. If the consultant does not have the capacity or declines, the City will request a task order from the second-highest-scoring consultant, and so forth.

The successful Respondent(s) shall commence work only after execution of an acceptable contract and direction from the City to proceed. The Respondent(s) must submit insurance documentation, a completed W-9, and additional documentation as requested by the City before the execution of any contract.

Attachment "A"

Professional Services Agreement Template

ATTACHMENT A

CITY OF CARLSBAD PROFESSIONAL SERVICES AGREEMENT

This Agreement is hereby made and entered into as of _____, 2024, by and between the City of Carlsbad, a municipal corporation and political subdivision of the State of New Mexico (hereinafter "City"), and _____, (hereinafter "Contractor"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows.

1. Scope of Work

- A .1 Project Goal - The City seeks to increase its awareness of grant opportunities and to apply for grants that address documented City needs associated with service delivery and the goals of the City Council without utilizing tax dollars or taking away funds from other projects. The grant services consultant will be working on grants that support qualifying government services according to the U.S. Treasury Rules and other existing rules and regulations governing the use of the funds.
- A .2 General Project Requirements: The consultant will be responsible for assisting the Grant Programs department in searching for, writing, and applying for grants on an on-call per task order basis. The tasks are as follows: Task 1) grant research, Task 2) prepare an analysis and assessment of each viable grant opportunity, Task 3) coordination and collaboration with the City staff, Task 4): Grant writing and application submissions, and Task 5) project/grant management support and compliance.
- A .3 Key Deliverables & Tasks: The tasks identified below shall conform to the City's approved branding, formatting, and case project processing.

Task 1: Grant Research

Expectations: The contractor will research and locate relevant grant opportunities or as requested by the City.

Meeting(s): The contractor will meet with designated staff once per month to discuss the current list of grant opportunities. These meetings can be virtual.

Deliverables:

- a. Conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, and public safety.
- b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers.
- c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

Task 2: Grant Analysis and Assessment

Expectations: The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

Meeting(s): None unless follow-up questions arise from City staff.

Deliverables: The main point of contact for the City of Carlsbad is the Director of Grant Programs, but all task orders are subject to final approval by the City Administrator, and/or his or her designee.

- a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
- b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
- c. Work with the City's Grant Programs Department to obtain approval before the submission of grant proposals.

Task 3: Coordination and Collaboration

Expectations: The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

Meeting(s):

- a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

Deliverables:

- a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
- b. Write and apply for all grants approved by City staff.

Task 4: Grant Writing

Expectations: The contractor shall write and apply for all grants approved by City staff.

Meeting(s): None required, action taken in this task will be based on the ongoing meetings from task 3.

Deliverables:

- a. Write and apply for all grants approved by City staff.
- b. Maintain a master list of all grants applied for and the award status.
- c. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
- d. Assist with scheduling de-briefs with the funding agencies.

Task 5: Project Support and Compliance

Expectations: The contractor will assist with grant management and compliance as requested by City staff.

Meeting(s): To be scheduled as needed.

Deliverables:

- a. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
- b. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.
- c. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

- A .4 Project Grant Management: The Consultant shall prepare and submit to the City for approval a grant management/risk plan that: specifies a schedule of work; details the roles and responsibilities of the Consultant and subcontractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. The consultant will participate in meetings at least once a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. The consultant will coordinate with City staff on the meeting agendas and keep meeting notes. The consultant will promptly respond to City requests (both routine and emergency).
- A .5 Final Documents – Final documents shall be submitted electronically to Angie Barrios-Testa, at abtesta@cityofcarlsbadnm.com
- B. The City through its authorized officials and administrators, in their sole discretion, shall determine what work, if any, is assigned to the Contractor. The Mayor and City Administrator or their respective designees shall be the City's contact person for communication with the Contractor, and shall be authorized to grant services from Contractor and authorize Contractor to take action on behalf of City. Only when necessary and when taking action on behalf of the collective governing body of the City, prior approval of the City Council should be obtained.
- C. Contractor's services shall be performed in a manner consistent with professional standards existing in the State of New Mexico and Code of Professional Responsibility as adopted by the New Mexico Supreme Court.
- D. The City or its contact persons, may identify the Contractor when the City desires to have particular services performed, and Contractor shall comply with such designation whenever it deems it practicable. However, the final decision on assignment of grant services shall be made by the City.
2. Compensation. City shall pay Contractor for all services under this Agreement an amount not to exceed One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000) per year, exclusive of New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates set out in detail as follows:
1. Hourly Rate: (as attached)
 2. Costs: all necessary and actual costs such as copies, filing fees, conference fees, and overnight travel expenses as approved by the City.

The Contractor, after providing services, shall invoice City by delivering an itemized invoice for services delivered by date, description, and time to the City Administrator at the address described below. Within 15 days of receipt of an invoice, the Administrator shall either certify the invoice to the City Finance Department for payment or notify Contractor of any defect in the invoice or the work. Within 30 days of receipt of certification for payment the Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark dated

3. Appropriations. This Agreement is contingent upon there being sufficient funds available for City to appropriate funds to make payments pursuant to this Agreement. City shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available.
4. Term. This Agreement shall be effective from the date first written above and shall extend through April 1, 2024 unless terminated or extended pursuant to its term and can be renewed for up to three (3) years for (12) twelve month periods upon agreement between both parties.

5. Renewal. City shall have the right, but not the obligation, to renew this Agreement if necessary, on the same terms and conditions, including compensation, as exist for the current term and provide Contractor with notice of renewal prior to the end of the current term or any subsequent term.
6. Termination. The Parties may terminate the Agreement with or without cause at any time in their sole discretion by giving written notice to the other party of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the City Attorney. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.
7. Indemnification. Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold City and City's employees, agents and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Agreement, whether such damages are based in tort, contract, statute, any other category of law or in equity.
8. Required Insurance. Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide the City with a Certificate of Insurance establishing to the City's satisfaction that all required insurance is in effect for the term of this contract before commencing work.
9. Limitation of Liability. City's liability to Contractor for any matter relating to the subject matter of this Agreement shall be limited to the compensation provided for herein. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Agreement.
10. Required Licenses and Permits. Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Agreement. Contractor is responsible for obtaining all necessary permits necessary to complete this project.
11. Work Product. All work and work product produced under this Agreement shall be and remain the exclusive property of City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than City, any such work or work product or copies thereof.
12. Ethical Considerations. Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing may, at the discretion of City, be considered a breach of the Agreement.
13. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the City.
14. Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall be considered employees or agents of City nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to City employees.

15. Non-Agency. Contractor agrees not to purport to bind City to any obligation not assumed herein by City, unless Contractor has express written approval and then only within the limits of that express authority.
16. Worker's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under City's policy.
17. Taxes. City acknowledges that Contractor, and Contractor alone, shall be liable to the state and federal government(s) and/or their agencies for income and self-employment taxes required by law and that City shall have no liability for payment of such taxes or amounts.
18. Records and Audit. Contractor shall keep, maintain and make available, to City, all records, invoices, bills, etc. related to performance of this Agreement for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this Agreement, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by City or its authorized representative or agent, including federal and/or state auditors.
19. Conflict of Interest and Governmental Conduct Act. Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this Agreement. Contractor 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, public employee or former public employee have been followed. If any potential conflict of interest arises the Contractor shall timely notify the City and follow its duties of professional responsibility to resolve such potential conflict with the City.
20. Non-Discrimination. Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
21. Assignment and Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without the prior written approval of City.
22. Remedies for Default or Breach. The following remedies are available for default or breach of the provisions of this Agreement by either party.
 - A. Upon a determination by either party that the other party is in default or breach of this Agreement, the non-defaulting party may:
 - i. Terminate this Agreement as provided in section 6 herein; or
 - ii. Provide written notice of the default or breach including a period of time in which to cure the default or breach. Upon failure of the defaulting party to cure, the non-defaulting party may pursue such judicial remedies at law or in equity as may be available.
 - B. The failure of a party to pursue any remedy provided for in this section shall not be considered as the ratification of or acquiescence by a party of the other party's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. A party may pursue none, one, all or any combination of the remedies provided for in this section.

23. Severability. In the event that a court of competent jurisdiction rules that any provision of this Agreement is invalid, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.
24. Sole Agreement. This Agreement including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties and is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.
25. Survival. All terms of this Agreement that as a practical matter would require actions by either party after the expiration, termination or voiding of this Agreement to effectuate those terms, shall survive such expiration, termination or voiding.
26. Amendment. This Agreement shall not be altered, changed, modified or amended except by instrument, in writing, executed by all parties.
27. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico.
28. Jurisdiction and Venue. Any legal proceeding arising out of the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Fifth Judicial District Court, Eddy County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.
30. Release. Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases City from all liability, claims and/or obligations whatsoever arising from the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.
31. Contact Information for Parties. The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

City of Carlsbad:
 Richard D. Lopez, Mayor
 101 N. Halagueno St.
 Carlsbad, NM 88221
 (575) 887-1191
 mayor.office@cityofcarlsbadnm.com

(Name of Firm/Business)
 (Business Contact Name, Title)
 (Address Line 1)
 (Address Line 2)
 (Phone Number)
 (Email)

32. Authority. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be

permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Richard D. Lopez, Mayor
City of Carlsbad

_____, Principal
(Name of Firm)

Attest:

Nadine Mireles, City Clerk

Attachment "B"
Campaign Contribution Disclosure Form

ATTACHMENT B 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 the purpose of 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 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 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 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.

“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.

CURRENT CITY OF CARLSBAD ELECTED OFFICIALS

Mayor – Richard Lopez
Municipal Judge – Collis Johnson

City Council Ward 1
Edward T. Rodriguez
Lisa A. Anaya-Flores

City Council Ward 3
Jason Chavez
Jeff Forrest

City Council Ward 2
Karla Hamel Niemeier
Mary Garwood

City Council Ward 4
Anthony Foreman
Mark Waltersheid

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name(s) of Applicable Public Official(s) if any:

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)