

**REQUEST FOR PROPOSALS  
RFP No. 2024-003**

**ECONOMIC DEVELOPMENT SERVICES**

**FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

**I. Introduction**

***A. Purpose of this Request for Proposal***

The City of Alamogordo is soliciting competitive sealed proposals from qualified Offerors to provide Economic Development Services in accordance with the Scope of Work specified in this Request for Proposal. The City intends to enter into a single contract with the qualified Offeror who demonstrates experience and expertise in economic development services that proposes reasonable fees and meets the requirements to provide the above-mentioned services for which the Offeror has been qualified pursuant to their response to this RFP. The term of this contract shall be from the date of award with an option to renew, at the discretion of the City, for three (3) additional one-year terms not to exceed a total of four (4) years

***B. Project Description - Scope of Work***

Scope of Work is to provide Economic Development Services in accordance with Attachment “1.”

***C. Chief Procurement Officer***

1. The Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer  
Address: Purchasing Department  
2600 N. Florida Ave.  
Alamogordo, NM 88310  
Telephone: (575) 439-4116  
Fax: (575) 439-4117  
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department  
Attn: Barbara Pyeatt, CPO  
Reference: RFP 2024-003 Economic Development Services  
Address: 2600 N Florida Ave.  
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Purchasing Department. Chief Procurement Officer, Barbara Pyeatt [bpyeatt@ci.alamogordo.nm.us](mailto:bpyeatt@ci.alamogordo.nm.us), or [coapi@ci.alamogordo.nm.us](mailto:coapi@ci.alamogordo.nm.us). Offerors may contact ONLY the Chief Procurement Officer or the Purchasing department regarding this procurement.

**NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.**

## **II. Conditions Governing the Procurement**

This section of the RFP contains the schedule, description and conditions governing the procurement.

### ***A. SEQUENCE OF EVENTS***

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee selects the proposal from Short Listing, oral presentation will not apply.

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
Issue RFP	City of Alamogordo	June 23, 2024
Deadline to submit Written Questions	Potential Offerors	July 5 <sup>th</sup> , 2024
Addenda if necessary	City of Alamogordo	July 9, 2024
Submission Proposals	Potential Offerors	July 24, 2024
Proposal Evaluation	Evaluation Committee	July 31, 2024
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	August 13, 2024

### ***B. EXPLANATION OF EVENTS***

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

**1. Issuance of RFP**

This RFP is being issued on behalf of the Administration Department, City of Alamogordo.

**2. Pre-Proposal Conference**

A pre-proposal conference will NOT be held for this project.

**3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

**4. Response to Written Questions**

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

**All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal.** A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

**5. Submission of Proposal**

***ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events.*** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

**Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2024-003 Economic Development Services. Proposals submitted by facsimile, or other electronic means, will not be accepted.**

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

## **6. Proposal Evaluation**

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

## **8. Contract Awards**

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award. The City reserves the right to award as a multiple contract.

## **9. Protest Deadline**

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt  
Title: Chief Procurement Officer  
Address 2600 N. Florida Ave.  
Alamogordo, NM 88310  
Fax Number: 575-439-4117  
E-mail: bpyeatt@ci.alamogordo.nm.us

**Protests received after the deadline will not be accepted.**

### ***C. GENERAL REQUIREMENTS***

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

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

#### 2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

#### 3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

#### 4. Offerors

Since the award is made on a quality-based evaluation process, replacement of Offerors after award of and prior to the contract execution may cause the Offeror to be disqualified.

#### 5. Amended Proposals

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

#### 6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, City of Alamogordo shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

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

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by

sending written notice to the offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

This procurement and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provision in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

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

15. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals



All documents submitted in response to the RFP shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission. The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Required Forms: Campaign Contribution Disclosure, Non-Collusion Affidavit, Debarment, Suspension, and other matters.

Offeror must complete, sign, and return all referenced forms (See Attachment 2, 3 and 4) as a part of their proposal. **Failure to complete and return the signed unaltered forms will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Fees

When applicable, are a lump sum/standard hourly rate with a maximum fee for the project will be per Scope of Work. The City of Alamogordo's standard agreement for Services is attached for reference.

32. Registration

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

33. INSURANCE REQUIREMENTS –

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and approved such insurance. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

**Standard Insurance**

**Limits Not Less Than**

**Commercial and General Liability**

**\$1,000,000/\$3,000,000**

<b>Automobile Liability</b>	<b>\$1,000,000/\$1,000,000</b>
<b>Worker’s Compensation as required by State Law</b>	<b>As required by Law</b>
<b>Other legally required of the employer or for the contractor’s occupation / profession.</b>	<b>As required by Law</b>
<b>Specialized Insurance</b>	
<b>Professional Liability – If required</b>	<b>\$1,000,000</b>
<b>Malpractice/liability Insurance – If required</b>	<b>\$1,000,000</b>

### **III RESPONSE FORMAT AND ORGANIZATION**

#### ***A. NUMBER OF RESPONSES***

Offerors shall submit only one proposal per offeror in response to this RFP.

#### ***B. PROPOSAL FORMAT***

##### Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **FIFTEEN (15)** pages of 8.5“by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Bid Cost Schedule, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
  1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
  2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall provide Veterans, or Resident Business Certificate and submit with each copy of the proposal (not included in page count).

- Offerors shall complete Attachments 2, 3, and 4 – Campaign Contribution Disclosure, Non-Collusion Affidavit, Disbarment, Suspension, and Other Responsible Matters Forms and submit them with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFP 2024-003 Economic Development Services**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

## IV. EVALUATION

### A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

**1. Task 1. Approach to Services .....Available Points = 30**

Proposals should provide a straightforward, complete and concise description of the Offeror's capabilities to satisfy the requirements of this particular task. Provide a narrative statement demonstrating an understanding of the overall intent of this Task, as well as the approach and methodology used to perform this particular Task, and a description of the proposed deliverables. Past performance as reflected by the evaluation of private persons and officials of other government entities that have retained the services of the firm(s) will be strongly considered.

**2. Task 2. Approach to Services .....Available Points = 15**

Proposals should provide a straightforward, complete and concise description of the Offeror's capabilities to satisfy the requirements of this particular task. Provide a statement explaining the firm’s approach to economic impact analysis, including methods, analytical techniques, or models, etc. that would be employed in performing this particular task. Describe the role the Offeror would take in assisting an eligible entity when structuring its proposed economic development project. The Offeror should include, as part of this description, an explanation of the role and use of incentives in the recruitment or expansion of qualified businesses and industries to the City. Provide a general description of up to five (5) economic development projects that the firm has completed, which should include the client, the name of a contact person who is able to provide a reference, a description of the nature of the work, the size and complexity of the project, and the amount and the agreed fee arrangements, are requested.

**3. Demonstrated Experience .....Available Points = 10**

Offerors should describe their relevant marketing experience in performing services similar to those described in Task 1 for local or regional economic development clients with a clear, demonstrated impact.

**4. Firm Experience and Qualifications .....Available Points = 10**

Offerors should describe the experience and technical competence related to the scope of this project for both the firm and its personnel. Offerors will be evaluated on their experience and applicable qualifications necessary to perform the required services. Proven successful experience in providing similar services will be favored. Other factors include, but are not limited to: Offeror’s and staff qualifications and experience; business references; administrative capacity; financial stability and understanding of the New Mexico Local Economic Development Act and the Alamogordo Development Strategic Plan.

**5. Communication Methodology .....Available Points = 15**

Provide a complete description of the proposed method and frequency of maintaining open lines of communication with the city and applicable staff related to Task 1 and Task 2.

**6. Cost Proposal.**

Offerors must submit a Cost Proposal along with each copy of their proposal submission. Cost Proposal must be submitted in two (2) parts:

**Part (1) – Objective Cost Analysis.** The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of services. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal. **Available Points = 10**

The evaluation of each Offeror’s Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror’s All-In Cost}} \times 10 = \text{Awarded Points}$$

**Part (2) – Cost Reasonableness.** In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal. **Available Points = 10**

Points will be awarded based on the Offeror’s ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal. Points will also be affected by the donated materials and/or discounted services.

The maximum funding available for these tasks is the lesser of five percent of the revenue collection from the economic infrastructure gross receipts tax or \$50,000 per fiscal year.

**Scoring Overview**

<b>Evaluation Criteria</b>	<b>Points</b>
Task 1. Approach to Services	30
Task 2. Approach to Services	15
Demonstrated Experience	10
Firm Experience and Qualifications	10

Communication Methodology	15
<b>Cost Proposal</b>	
Objective Cost Analysis	10
Cost Reasonableness	10
<b>Total Points</b>	<b>100</b>

### **Additional Preference Award Points Available**

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

**Resident Veterans Preference Certification, (Certificate Required)**

Available Points = 10 Percent of total Points

**New Mexico Business Preference, (Certificate Required)**

Available Points = 8 Percent of total Points

**Native American Preference, (Certificate Required)**

Available Points = 8 Percent of total Points

**Local Business Preference, (Certificate Required)**

Available Points = 10 Percent of total Points

### ***B. EVALUATION PROCESS:***

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE**

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest-ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Area Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest-ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

### **PREFERENCE CERTIFICATION**

A business eligible for a New Mexico Resident Business/Contractor, Veterans, Native American Resident Preference (Preference) must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple. Applications are available for download at:

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

**Proposals received without copy of this certificate do not qualify for this preference.**

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

## **ATTACHMENT 1**

### **Scope of Work**

**Task 1.** Implement a marketing campaign that encourages businesses identified in the Alamogordo Economic Development Strategic Plan and possible aeronautical/non aeronautical business to consider the City and the Alamogordo White Sands Regional Airport as a potential location. The Offeror is to design and execute an outreach strategy to generate leads, and actively work with City of Alamogordo to identify those leads.<sup>3</sup> with those types of businesses. The marketing and outreach plan shall be all inclusive to provide cohesive marketing for Alamogordo. The outreach plan shall be provided by the Offeror within 30 days of the contract. The outreach plan shall cover the contract duration timeframe.

**Task 2.** Provide virtual City of Alamogordo tour including all City of Alamogordo attractions and City of Alamogordo facilities and present the City of Alamogordo in a positive inviting manner to give potential business an overall view of Alamogordo. Virtual tour shall be hosted on offerors website with links available on the city of Alamogordo website. Virtual Tour shall be made available within 120 days of contract. The city tour should include drone footage abiding by all applicable Federal, State, and City regulations. Tours should include interior 3D capabilities, 3D mapping & measurement. The Offeror shall ensure continued upkeep and maintenance throughout the contract timeframe.



## ATTACHMENT 2

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

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

The following definitions apply:

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

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

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family Member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the Procurement Process”** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective Contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract. **“Representative of a Prospective Contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTCHMENT 3**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
County OF \_\_\_\_\_ )

\_\_\_\_\_ (name) being first duly sworn, deposes and says

that he/she is(title) \_\_\_\_\_  
of (organization) \_\_\_\_\_

who submits herewith to the City of Alamogordo, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Alamogordo, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that City of Alamogordo, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

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

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ .

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Print Name and  
Title): \_\_\_\_\_

## ATTACHMENT 4

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a 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) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative Signature of Authorized Representative

Date

# DRAFT AGREEMENT

## ECONOMIC DEVELOPMENT SERVICES

**THIS AGREEMENT** (the “Agreement”) is made and entered into by and between the City of Alamogordo (the “City”), a municipal corporation and political subdivision of the State of New Mexico, and \_\_\_\_\_, (the “Consultant”), as of the date indicated below.

**NOW, THEREFORE**, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

### 1. **ENGAGEMENT; SCOPE**

**1.1 Scope of Services.** The City hereby engages the Consultant to provide the following economic development services:

- Implement a marketing campaign that encourages businesses identified in the Alamogordo Economic Development Strategic Plan and possible aeronautical/non aeronautical businesses to consider the City and the Alamogordo White Sands Regional Airport as a potential location;
- Design and execute an outreach strategy to generate leads and actively work with the City to identify those leads;
- Provide a virtual tour of the City of Alamogordo, including all City of Alamogordo attractions and City of Alamogordo facilities; and
- Host virtual tour on Consultant’s website with links available on the City’s website.

**1.2** Performance Measures, default by Consultant. Consultant shall substantially perform the following Performance Measures. In the event the Consultant fails to obtain the results described below, the City may provide written notice to the Consultant of the default and specify a reasonable period of time in which the Consultant shall advise the City of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the City from exercising its right pursuant to Paragraph 2 below.

One: Marketing and Outreach Plan.. The Consultant shall take steps necessary to ensure that the City of Alamogordo competes at local, state, and national levels for prospective businesses the marketing and outreach plan. The marketing and outreach plan shall be all inclusive to provide cohesive marketing for Alamogordo. The Outreach Plan shall be provided by the Consultant within thirty (30) days of the contract. The Outreach Plan shall cover the contract duration timeframe. In addition, the Consultant shall actively promote the City of Alamogordo at the state and national levels, particularly to those types of companies identified in the Alamogordo Economic Development Plan.

Performance measure:

- Create cohesive marketing plan.
- Create outreach program to generate leads.
- Obtain 3 leads with businesses identified in the economic development strategic plan.
- Listing of contacts or potential businesses obtained through serving as the lead contact.

Two: Virtual Tour of City of Alamogordo. A Virtual Tour shall be made available within 120 days of contract. The city tour should include interior 3D capabilities, 3D mapping and measurement. The tour should include done footage abiding by all applicable Federal, State, and City regulations. The Consultant shall ensure continued upkeep and maintenance throughout the contract timeframe.

Performance measure:

- Active website with virtual tour to include 3D capabilities, 3D mapping and Measurement
- Number of weekly hits on the website.

## **2. TERM; TERMINATION**

2.1 This Agreement shall terminate on August \_\_, 2025, unless otherwise terminated as provided for herein. The City may extend the term of this contract by a preliminary written notice to the Consultant of its intent to extend at least 60 days before the contract expires for an additional one (1) year period. The preliminary notice does not commit the Consultant to an extension. If the City exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

2.2 Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

2.3 Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

2.4 The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

2.5 Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

**3. COMPENSATION AND PAYMENT.** For services rendered hereunder, the City will pay Consultant ten percent (10%) of the Economic Development Gross Receipts Tax revenue received during the fiscal year, provided, however, at no time shall the total amount of the monies paid to the Consultant exceed \$50,000, which sum shall include all costs and expenses of any kind (including but not limited to the cost and expense of all labor, supervision, equipment, travel, transportation, tools, supplies, materials, subcontractors, suppliers, consumables, facilities, home office, overhead, direct costs and indirect costs). The Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount

payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

**4. RELATIONSHIP OF PARTIES.** The Consultant (and each agent, employee and Consultant employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent Consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

**5. STANDARD OF PERFORMANCE.** The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

**6. DELIVERABLES AND USE OF DOCUMENTS.** All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

**7. EMPLOYEES AND SUBCONSULTANTS.** The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or Consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

**8. INSURANCE.** The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

**9. ASSIGNMENT AND DELEGATION.** The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

**10. RECORDS AND AUDIT.** The Consultant shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular

business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

A biennial audit of financials is required and shall be performed by an outside entity. Reports will be submitted for inspection to the City beginning in FY2025.

**11. APPROPRIATIONS.** The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

**12. CONFIDENTIALITY.** Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City, provided, however, it is understood by the Consultant and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978.

**13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST**

13.1 In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

13.2 The Consultant hereby covenants, warrants and represents 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 of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest. The Consultant certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13.3 In providing services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The Consultant shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

**14. RELEASE; INDEMNITY.** By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.



**15. FORCE MAJEURE.** Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**16. LICENSES.** The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

**17. MERGER; AMENDMENT.** This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF ALAMOGORDO, NEW MEXICO

Date \_\_\_\_\_

By: \_\_\_\_\_  
Rick Holden, City Manager

ATTEST:

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

CONSULTANT

Date \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ashley Smith, City Attorney