

CITY OF RATON
REQUEST FOR PROPOSALS
No. 2022-1027



**DEVELOPMENT OF COMMUNITY ECONOMIC
IMPROVEMENT PROJECT**

Utilizing the Existing

KEARNY SCHOOL FACILITY

**SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 5:00 P.M., Wednesday November 16, 2022**

The City of Raton, New Mexico

**Request for Proposal (RFP) No. 2022-1027
Kearny School Facility
Community Economic Development Project**

The City of Raton is accepting proposals for commercial/ business occupancy of the existing Kearny School building facilities and site for economic development and community service purposes. The Kearny School Facility is approximately 20,000 square feet on a 2.25 acre tract and is owned by the City of Raton for the purpose of economic revitalization of the community and new job creation. Proposals shall be received from organizations, businesses or individuals meeting the qualification for a Qualifying Entity that have interest in development of a commercial opportunity appropriate for the existing Kearny School facility located in Raton, New Mexico.

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

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

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Wednesday November 16, 2022 at the following location:

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

The RFP shall be available at <http://www.ratonnm.gov/>, or by contacting the Chief Procurement Officer. A Pre-Proposal Conference will not be held, proposers may obtain additional information by contacting Michael Anne Antonucci at (575) 445-9551. The scope of work and the criteria for selection are described in the Request For Proposals (RFP). City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Anne Antonucci, City of Raton Chief Procurement Officer
October 27, 2022

A. INTRODUCTION

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

The New Mexico Legislature has appropriated \$1,100,000 to the City of Raton to plan, design, construct, equip and furnish the Kearny School facility and the City of Raton seeks proposals from developing, expanding or relocating businesses that are Qualified Entities that will stimulate economic development and produce public benefits pursuant to LEDA.

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

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

B. DESCRIPTION OF SERVICES REQUESTED

The City of Raton currently seeks proposals for commercial/ business occupancy of existing Kearny School facilities to be renovated and improved by the City of Raton to support economic development purposes. Additionally, the City of Raton has requested \$3,000,000 for project funding through a Congressionally Directed Spending request and anticipates a response to the request by the end of the 2022 calendar year. The City of Raton anticipates construction of the facility under terms of a Public Participation Agreement to incentivize occupancy by a Qualified Entity for a period of 5 to 10 years. The City of Raton seeks a long-term establishment of a business operation that can create economic development, employment and community service benefits to the community of Raton. The City of Raton will accept and consider proposals meeting stated project goals and has envisioned operations and workforce development related to state-of-the-art film production within the facility.

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

C. PROPOSAL DEADLINE

Proposals pursuant to RFP No. 2022-1027 must be submitted on or before November 16, 2022 at 5:00 pm MST. Proposals received after the date and time set fourth will be marked as "Late Submission" and will be returned unsealed to the respondent. No form of amendment will be accepted by the City of Raton after that time.

D. SUBMISSION OF PROPOSALS

Written proposals responding to the Request for Proposals RFP No. 2022-1027 should be mailed or hand delivered to:

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

E. SUMMARY SCOPE OF SERVICES

1. It is anticipated by the City of Raton that successful Offeror will be proffered a Public Participation Agreement for occupancy and operation of Municipally Owned Facilities for a period of 5 to 10 years with consideration to renew or extend agreement subject to City Commission approval and successful operations.
2. The Request for Proposal (RFP) is being issued by the City of Raton to engage successful Offeror as provider of potential business and community development, job creation and economic expansion. Successful Offeror shall operate as an independent Contractor and may consist of qualified organizations, businesses or individuals that demonstrate capability and experience in the areas detailed herein. Offeror shall hire and supervise employees who are utilized to meet requirements and objectives. Offeror must identify key personnel to be assigned to the project, their qualifications and representative experience.
3. The City of Raton shall consider any type of proposal that meets an objective or multiple objectives of the initiative. Offeror shall detail specific plans or proposed actions intended to achieve measurable success in meeting one or more stated objectives and shall discuss anticipated sustainability of proposed measures. Offeror shall address the proposed structure and plan for implementation of actions and measures.

Offeror shall describe how public participation shall be exchanged for a substantive contribution from the Offeror to meet community objectives.

4. Offeror shall describe the key elements of the proposal that will achieve sustainable commercial success and community benefit. Proposal shall demonstrate Offeror's understanding of Raton's unique opportunity and shall identify market sector dynamics and innovative strategies that create economic opportunities and how those dynamics and strategies align with Raton's assets and strengths. Proposal shall discuss strategy to leverage the community's unique asset base for business establishment and sustainable growth.
5. Offeror shall describe its experience, capability, knowledge, and resources proposed to accomplish stated objectives and implement proposed measures. Proposal shall detail planned steps and schedule for organization, planning and implementation of elements of the proposal. Proposal shall detail financial soundness and readiness to proceed of contemplated actions and plans, as applicable.
6. Deliver to the City Manager an annual report which will include a description of services or operations provided during the term, local employment data related to the enterprise and proposed outlook for sustained operations.
7. The successful Contractor agrees to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of the Contractor and will further indemnify and save the City harmless against and from any and all claims arising from any breach or default on the part of the Contractor in the performance pursuant to the terms of this agreement or arising from any act or negligence of the Contractor, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim. Contractor agrees to carry insurance appropriate to proposed services and contractual relationship with the City of Raton.
8. The Contractor shall agree that certain powers of approval will be reserved to the City of Raton. Among these powers are zoning and community development authority, promotion of the health, safety, morals, and general welfare of the community, conformance with community development objectives and criteria, protection against the unauthorized use of public money and public facilities, compliance with audit and financial requirements, and to protect and conserve public funding accountability.

F. PROCUREMENT MANAGER

1. The City of Raton has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below.

Name: Michael Anne Antonucci, Treasurer/Procurement Manager

Address: P.O. Box 910, 224 Savage Avenue Telephone: (575)445-9551

Fax: (575) 445-3398 Email: mantonucci@cityofraton.com

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

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests of the solicitation or award must be delivered by mail to the Procurement Manager. Only protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered. Protests received after the deadline will not be accepted.

G. CONDITIONS GOVERNING THE PROCUREMENT

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

SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	City of Raton	10-27-22
2. Acknowledgement of receipt form deadline	City of Raton	11-7-22
3. Deadline to Submit Questions	Potential Offerors	11-9-22
4. Response to Written Questions	Procurement Manager	11-10-22
5. Submission of Proposal	Potential Offerors	11-16-22
6. Proposal Evaluation	Evaluation Committee	11-17-22
7. Contract Awards	City Commission	11-22-22
8. Protest Deadline	Procurement Manager	T-+15 days

EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the City of Raton on October 27, 2022.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on **November 7, 2022.**

The procurement distribution list will be used for distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. MST on November 9, 2022 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

4. Response to Written Questions

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

H. PROPOSAL REQUIREMENTS

Offerors shall submit one (1) original, and three (3) copies of their proposal in a sealed envelope identifying their response to RFP No. 2022-1027.

1. PROPOSAL CONTENT

- a. Include Appendix B, Campaign Contribution Disclosure Form.
- b. Include Appendix C, Letter of Transmittal Form
- c. Include Appendix D, Conflict of Interest Certification
- d. Copy of New Mexico Resident Business, New Mexico Native American Resident Business, New Mexico Resident Veteran Business, New Mexico Native American Resident Veteran Business Certificate (if applicable)
- e. Proposals must be made out and signed in the corporate or other name of the Offeror and must be fully and properly executed by an authorized person.

2. PROPOSAL EVALUATION AND SELECTION

a. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

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

Additional Eligible Points based on Statutory Values:

NM Preference – Resident Business or Native American Resident Business Points (8%)	8	pt
NM Preference – Resident Veteran or Native American Resident Veteran Business Points (10%)	10	pts

Additional points will be awarded based on Offerors ability to provide a copy of a valid Certificate issued by the NM Taxation and Revenue Department for the applicable preference. A public body shall not award a business both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native America resident veteran business preference.

3. SELECTION

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

I. AWARD OF CONTRACT

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

J. TERMS & CONDITIONS

1. Incurring Cost

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

2. Amended Proposals

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

3. Offeror's Rights to Withdraw Proposal

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

4. Proposal Offer Firm

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

5. Disclosure of Proposal Contents

The proposals will be kept confidential until contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The City of Raton will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-8 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

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

7. Termination

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

8. Sufficient Appropriation

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

9. Legal Review

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

10. Governing Law

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

11. Basis for Proposal

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

12. Contract Terms and Conditions

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

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

13. Offeror's Terms and Conditions

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

14. Contract Deviations

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

15. Right to Waive Minor Irregularities

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

16. Bribes, Gratuities & Kickbacks

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

17. Protest

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

18. Agency Rights

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

19. Ownership of Proposals

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

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

Any inquiries regarding the scope of work outlined in this RFP may be made to Michael Anne Antonucci, City of Raton Chief Procurement Officer: 224 Savage Ave. Raton, New Mexico 87740 or mantonucci@cityofraton.com. No inquiries shall be allowed after 5:00 P.M. MDT on November 9, 2022.

21. Responsibility of Offeror

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

22. Campaign Contribution Form

Offerors shall complete Attachment No. 1 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

23. Disclosure Regarding Responsibility:

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

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

- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

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

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

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

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Officer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Raton, the Chief Procurement Officer or City Manager may terminate the involved contract for cause. Still further, the Chief Procurement Officer or City Manager may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer or City Manager.

24. Resident Business, Native American Resident Business, Resident Veteran or Native American Resident Veteran Preferences:

To be awarded additional preference points, Offerors must include a valid copy of their Certificate issued by *New Mexico Tax & Revenue*. Any business wishing to receive one of these preferences must provide proper documentation. For more information, visit: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>

25. 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 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. The Conflict of Interest Certification form (Appendix D) must be included with proposal.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
RFP No. 2022-1027

APPENDIX A

**REQUEST FOR PROPOSAL
DEVELOPMENT OF COMMUNITY ECONOMIC IMPROVEMENT PROJECT**

ACKNOWLEDGMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on November 7, 2022. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued. Responses and amendments will also be posted on the City's website www.ratonnm.gov.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

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

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

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP No. 2022-1027

APPENDIX 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 electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
 Relation to Prospective Contractor: _____
 Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

OR

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

Signature

Date

Title (Position)

APPENDIX C
LETTER OF TRANSMITTAL FORM
RFP No. 2022-1027

APPENDIX C - LETTER OF TRANSMITTAL FORM

RFP #: 2022-1027

Offeror Name: _____

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

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

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-contractors (select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Terms and Conditions Governing the Procurement as stated in the RFP

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

I acknowledge receipt of all amendments to this RFP.

_____, 2022
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

APPENDIX D
CONFLICT OF INTEREST CERTIFICATION
RFP No. 2022-1027

Appendix D

City of Raton

CONFLICT OF INTEREST CERTIFICATION

(Must be included with Proposal)

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

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

(Signature of Offeror or Offeror's Authorized Agent)

Date

(Printed or Typed Name and Title)

(Company Name, if applicable)

(Mailing Address)

(City, State, ZIP Code)

Conflict of Interest Form