

CITY OF RATON
REQUEST FOR PROPOSALS
No. COR-231005



SPECIALIZED ENGINEERING SERVICES RELATED TO
UTILITY IMPROVEMENTS AT THE HISTORIC SHULER THEATER
BUILDING

SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 5:00 P.M., NOVEMBER 8, 2023

The City of Raton, New Mexico

**Request for Proposal (RFP) No. COR-231005
Specialized Professional Services**

The City of Raton is accepting proposals for specialized engineering services related to plumbing and electrical renovations at the historic Shuler Theater in Raton, New Mexico. Proposals shall be received from professional services firms that are qualified to develop design plans, specifications, bid documents and associated project development tasks in accordance with project goals to replace obsolete electrical and potable water lines existing in the Shuler Theater interior. Plans, specifications and bid documents shall be prepared and reviewed under the oversight and direction of the City of Raton Project Committee, funding agencies and the New Mexico Historic Preservation Division and in a manner that will meet project objectives, requirements and building code requisites applicable to public facilities.

All proposals shall include a project approach and conceptual program information that will phase the renovations in a priority order and include such details and specifications as will enable participating agencies, facility stakeholders, bidders and interested parties to understand the extent and character of the work to be done.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Wednesday, November 8, 2023 at the following location:

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

The RFP shall be available at <http://www.ratonnm.gov/>, or by contacting the office of the City of Raton 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 5, 2023

INTRODUCTION

A. DESCRIPTION OF SERVICES REQUESTED

The City of Raton is accepting proposals for specialized engineering services and historic preservation coordination related to replacement of obsolete electrical and potable water lines existing in the Shuler Theater interior. The City of Raton has secured funding from several sources, including the federal agency National Endowment for the Humanities to undertake the project intended to plan, assess and design utility improvements building-wide and participate in the implementation phase and specification and code compliance activities.

Proposals shall be received from professional service firms and teams that are qualified to provide services to the City of Raton in the following areas:

- Provide project management, engineering and historic preservation/ environmental services related to specified utility replacement in an existing historic structure to a functional condition suitable for the stated usages and within the direction and oversight of the City of Raton;
- Coordinate planning, scheduling and implementation proposals with facility stakeholders including the City of Raton Project Committee, Shuler Restoration Commission and state and federal funding agencies in accordance with project agreements, Owner directives and funding agreements;
- Establish contact with New Mexico Historic Preservation Division to develop a detailed project approach;
- Complete additional cultural, historical and environmental compliance review as required by participating resource agencies, including NEPA compliance;
- Prepare construction cost estimate and phasing plan, draft construction plans, details and specifications for review;
- Coordinate and complete review process, respond to comments issued by participating agencies and facility stakeholders;
- Complete detailed and fully coordinated electrical and plumbing replacement construction drawings, specifications and bid documents;
- Conduct sealed bidding process for the construction phase according to applicable statute and other requirements, draft recommendation for award;
- Coordinate construction contract execution;
- Construction management, periodic construction inspection.

The City of Raton will offer an Agreement for Professional Services to the Offeror that best meets the City's and project requirements, taking into consideration the evaluation factors set forth in the request for proposals.

B. BACKGROUND INFORMATION

The Shuler Theater's construction started in 1914 and completed a year later in 1915. It is a Santa Fe style, 12,700 square feet, two-story structure that has seating for 450 people. The City of Raton has owned the Shuler Theater since its construction and maintains an management agreement with the Shuler Restoration Commission – a non-profit organization.

The Shuler Theater is a structure that is historically significant and the building is a Registered Cultural Property in New Mexico. The Shuler Theater is not listed in the National Register of Historic Places, but may be eligible. The Shuler Theater is not a National Landmark.

The Theater is currently actively utilized for live-stage performances, film and special events by several organizations, including federal, state, and local public agencies and officials, and non-profits such as the Raton Arts Council, Santa Fe Trail School for the Performing Arts, and Raton MainStreet. It hosts fundraising events, local school activities, youth organizations, and community meetings such as the Candidate's Forum. The City of Raton is the Owner of the Shuler Theater and has assigned management responsibilities through an operating agreement to the Shuler Restoration Commission, Inc., formed as a non-profit 501(c)(3) corporation

C. PROJECT DESCRIPTION AND SCOPE OF WORK:

It is anticipated by the City of Raton that successful proposal(s) will establish a professional services agreement to undertake and complete electrical system and potable water system reconstruction within the Shuler Theater.

The construction project involves the renovation of the Shuler Theater's electrical and water systems to meet current applicable codes, ensure building integrity and safeguard against hazards such as fire, flooding and structural damage.

Proposed project outcomes include the following:

- Project investigation and assessment to determine historic preservation requirements and design scope;
- Coordination with the City of Raton, stakeholders and local organizations to support the restoration work;
- Completed preliminary design, final design, and bid documents;
- Bid and award phase;
- Completed installation of critical building systems.

The City of Raton has scheduled several funding sources for the proposed utility system reconstruction project, including the National Endowment for the Humanities Infrastructure and Capacity Building Challenge Grant Program, a New Mexico State Grant and foundation matching funds. \$300,000 has been appropriated for the project.

The City of Raton seeks proposals from qualified professional services teams to perform all necessary tasks and actions to plan, assess and design the project, and to participate in the implementation phase to complete a fully functional project.

D. PROCUREMENT MANAGER

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, Raton, NM 87740
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.

E. 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	10-5-23
2. Acknowledgement of receipt form deadline	City of Raton	10-16-23
3. Deadline to Submit Questions	Potential Offerors	10-20-23
4. Response to Written Questions	Procurement Manager	10-23-23
5. Submission of Proposal	Potential Offerors	11-08-23
6. Proposal Evaluation	Evaluation Committee	11-20-23
7. Contract Awards	City Commission	11-28-23
8. Protest Deadline	Procurement Manager	T+15 days

F. 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 5, 2023.

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 MDT on **October 16, 2023**.

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. MDT on October 20, 2023 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

G. PROPOSAL DEADLINE

Proposals pursuant to RFP No. COR-231005 must be submitted on or before Wednesday, November 8, 2023 at 5:00 p.m. MST. Proposals received after the date and time set forth 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.

H. SUBMISSION OF PROPOSALS

Written proposals responding to the Request for Proposals RFP No. COR-23105 should be mailed or hand delivered to:

Hand Delivered:

**City of Raton
Michael Anne Antonucci
City of Raton Procurement Officer
224 Savage Avenue
Raton, New Mexico 87740**

Mailed:

**City of Raton
Michael Anne Antonucci
City of Raton Procurement Officer
Post Office Box 910
Raton, New Mexico 87740**

I. PROPOSAL REQUIREMENTS

Offerors shall submit one (1) original, and four (4) copies of their proposal in a sealed envelope identifying their response to RFP No. COR-231005.

J. PROPOSAL CONTENT

1. The proposal shall provide information to the City of Raton regarding the Offerors proficiency to meet project criteria as stated and ability to provide the requested services. The proposal shall be limited in format. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size.
2. Include Appendix B - Campaign Contribution Disclosure Form.
3. Include Appendix C - Letter of Transmittal Form.
4. Include Appendix D - Conflict of Interest Certification.
5. 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).
6. 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.

K. PROPOSAL EVALUATION AND SELECTION

1. 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. Specialized design qualifications and technical competence of the Offeror, including a joint venture or association, regarding the type of services required	30 pts
2. Capacity and capability of the Offeror, including any subconsultants,	

- to perform the work, including any specialized services, within time limitations 30 pts
- 3. Past record of performance on similar projects with respect to factors such as control of costs, quality of work, and ability to meet schedules 30 pts
- 4. Evidence of Understanding the Scope of Work 10 pts
- 5. Resident Business or Resident Veterans Preference Statutory Values

TOTAL POINTS POSSIBLE 100 pts

Additional Eligible Points based on Statutory Values:

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

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 both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference.

L. SELECTION

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

M. AWARD OF CONTRACT

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

TERMS & CONDITIONS

A. 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.

B. 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.

C. Offeror's Rights to Withdraw Proposal

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

D. 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.

E. Disclosure of Proposal Contents

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

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

F. No Obligation

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

G. 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.

H. Sufficient Appropriation

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

I. Legal Review

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Right to Waive Minor Irregularities

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

P. 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.

Q. Protest

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

R. Agency Rights

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

S. Ownership of Proposals

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

T. 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, NM 87740 or

mantonucci@cityofraton.com. No inquiries shall be allowed after 5:00 P.M. MDT on October 20, 2023.

U. 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.

V. Campaign Contribution Form

Offerors shall complete Appendix B - Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

W. Disclosure Regarding Responsibility:

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

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

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

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

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

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

X. Resident Business or Resident Veterans Preference:

To be awarded additional preference points, Offerors must include a valid copy of their Certificate issued by *New Mexico Taxation & Revenue*. Any business wishing to receive the preference must provide proper documentation. For more information, visit:

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

Y. 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 employer have been followed. The Conflict of Interest Certification form (Appendix D) must be included with the proposal.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
RFP No. COR-231005

APPENDIX A

REQUEST FOR PROPOSAL
SPECIALIZED ENGINEERING SERVICES RELATED TO UTILITY IMPROVEMENTS AT
THE HISTORIC SHULER THEATER BUILDING

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 8, 2023. 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. COR-231005

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. COR-231005

APPENDIX C - LETTER OF TRANSMITTAL FORM

RFP #: COR-231005

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.

_____, 2023
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

APPENDIX D
CONFLICT OF INTEREST CERTIFICATION
RFP No. COR-231005

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