



CITY OF RATON
REQUEST FOR PROPOSALS
No. 2023-01-18

LEASING GOVERNMENTAL LIQUOR LICENSE

Released: December 22, 2022
Proposals Due: January 18, 2023 by 5pm

The City of Raton, New Mexico

**Request for Proposal (RFP)
Organization-Lessee for the City's Governmental Liquor License**

The City of Raton is accepting proposals from Organizations to provide for the sale of alcoholic beverages at the City's governmental facility (Raton Convention Center) through the lease of the City's governmental liquor license to the organization.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 PM on Wednesday, January 18, 2023 at the following location:

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

Proposals submitted by fax, email, text, or other electronic means will not be considered. The City of Raton reserves the right to waive technicalities, accept or reject any or all proposals as deemed to be in the best interest of the City of Raton. A copy of the RFP can be picked up at City Hall, attained by calling (575) 445-9551, or by visiting the City of Raton website www.ratonnm.gov .

Michael Anne Antonucci
Raton City Clerk/Chief Procurement Officer
Publish Date: December 22, 2022

INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Raton has a Governmental Liquor License and is soliciting written proposals for a Lessee to serve alcoholic beverages, for scheduled events at the Raton Convention Center.

B. PROPOSAL DEADLINE

Proposals pursuant to RFP #2023-01-18 must be submitted on or before January 18, 2023 by 5:00 p.m. MDT. 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.

C. SUBMISSION OF PROPOSALS

Written proposals responding to the Request for Proposals RFP #2023-01-18 should be mailed or hand delivered to:

Hand Delivered:

City of Raton

Michael Anne Antonucci

City Clerk/Chief Procurement Officer

224 Savage Ave.

Raton, NM 87740

Mailed:

City of Raton

Michael Anne Antonucci

City Clerk/Chief Procurement Officer

P.O. Box 910

Raton, NM 87740

D. SCOPE OF PROCUREMENT

The City reserves the option of renewing the initial contract on an annual basis for three (3) additional years or any portion thereof. In no case will the contract, including renewals thereof, exceed a total of four years in duration.

E. SUMMARY SCOPE OF SERVICES

A. The Request for Proposal (RFP) is being issued by the City of Raton to lease its Governmental Liquor License and is requesting proposals for catering alcohol services for the Raton Convention Center from qualified, experienced, financially sound, and responsible providers of catered alcohol services interested in providing such services, as outlined in this document.

B. The selected Contractor must abide by and dispense alcoholic beverages according to the State of New Mexico Liquor Laws. All liquor service employees are employees of the Provider and not the City. All Liquor Servers will provide a copy of their Certified Alcohol Server Certificate one week prior to event.

- C. The selected Contractor will be granted the exclusive right to serve alcohol at the designated location during the term of the contract.**
- D. Alcohol sales will be by the drink only. All alcoholic drinks shall be served in identifiable containers for visual observance. Contractor must inform security and staff on type, size and color of cup.**
- E. Contractor must provide a list of alcoholic beverages and prices. Contractor must set up and be ready to conduct business 1 hour before the start of the scheduled event. Hours of operation will be determined for each individual event. Serving cannot go past 11:00 p.m. (MDT/MST).**
- F. The City of Raton reserves the right to enter the area unannounced where liquor is served and observe operations of contracted service.**
- G. Contractor will comply with all Local, State and Federal regulations. Contractor must maintain current City of Raton business license and New Mexico taxpayer identification number. Contractor must obtain and keep current all necessary liability insurance, permits and license fees necessary to accomplish duties.**
- H. Contractor shall maintain copies of gross receipts tax and total sales volume from alcoholic sales annually. Records shall be submitted upon the City's request.**

F. PROPOSAL CONTENT

- A. Provide a cover letter introducing the firm and the individual that will act as the firm's primary contact for this project. Describe the organization, date founded, and ownership of the firm, as well as, any subsidiaries.**
- B. A detailed list of the Applicant's technical capabilities for service of supplying alcoholic beverages at events.**
- C. Include Attachment 2 - Campaign Contribution Disclosure Form, Attachment 3 – Letter of Transmittal Form, Attachment 4 – Conflict of Interest Form.**
- D. Copy of New Mexico Resident Business, New Mexico Native American Resident Business, New Mexico Resident Veteran Business, New Mexico Native America Resident Veteran Business Certificate (if applicable)**
- E. Provide detailed information relative to the method for calculating the payment for applicable fees based upon adult attendance of each event.**
- F. Offeror's shall submit a cost proposal for the bar set-up fee & retail prices for alcoholic beverages.**
- G. Offerors shall submit one (1) original, and three (3) copies of their proposal in a sealed envelope identifying their response to RFP #2023-01-18.**

G. 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	25pts
2. Offeror capabilities and capacity	25pts
3. Evidence of understanding the Scope of Work	25 pts
4. Letter of Transmittal Form	Pass/ Fail
5. Signed Campaign Contribution Disclosure Form	Pass/Fail
6. Conflict of Interest Certification	Pass/Fail
<u>TOTAL</u>	<u>75 pts</u>

Additional Eligible Points Based on Statutory Values:

NM Preference – Resident Business or Native American Resident Business Points (8%)	8 pts
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 American resident veteran business preference.

B. Selection

1. The City of Raton selection committee will review and evaluate proposals.
2. The City will undertake negotiations with the top rated Offeror and will not negotiate with lower rated Proposers unless negotiations with higher rated Offeror have been unsuccessful and terminated.
3. Interviews will not be held with any of the Offerors. However, the City reserves the right to hold interviews if it deems necessary.

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 which submit proposals determined to be reasonably susceptible 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. 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-6 & 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. Governing Law

This procurement and any agreement with Offerors that may result shall be pursuant to the State of New Mexico Procurement Code.

J. 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.

K. Contract Terms and Conditions

The City of Raton reserves the right to negotiate with a successful Offeror 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.

L. 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.

M. Contract Deviations

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

N. Right to Waive Minor Irregularities

The City of Raton 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 Procurement Officer.

O. 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.

P. 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).

Q. Agency Rights

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

R. Ownership of Proposals

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

S. Submission of Written Questions and Distribution of Responses

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 January 11, 2023. All written questions must be addressed to the Procurement Manager and be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

Response to Written Questions

Written responses to written questions will be distributed no later than 5 pm on January 12, 2023 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 Acknowledgment of Receipt Forms before the deadline. Additional copies will be posted to: www.ratonnm.gov

T. 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.

U. Distribution List:

Any Offeror wishing to be added to a distribution list for all correspondence related to this RFP must complete and return (attachment No. 1) Acknowledgment of Receipt Form by January 9, 2023.

V. Campaign Contribution Form

Offerors shall complete (attachment No. 2) 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. Letter of Transmittal

Offeror's proposal must be accompanied by (attachment No. 3) Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the entity.

X. Disclosure Regarding Responsibility:

Any prospective Bidder/ Offeror (hereafter 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 or Buyer 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 or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

Y. Resident Business, Native American Resident Business, Resident Veteran and Native American Resident Veteran Business 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/business-preference-certification/>

Z. 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 (attachment No. 5) must be included with proposal.

Attachment No. 1

**REQUEST FOR PROPOSAL
Leasing Governmental Liquor License No. 2023-01-18**

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Attachment 4.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on January 9, 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.

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

Attachment No. 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____
Date _____

Title (position) _____

OR

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

Signature _____ Date _____

Title (Position) _____

Attachment No. 3 - LETTER OF TRANSMITTAL FORM

RFP #: 2023-01-18

Offeror Name: _____

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

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

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

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

Name: _____

Title: _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-contractors (select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section G of 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)

Attachment No. 4

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

