

**CITY OF RATON**  
**REQUEST FOR PROPOSALS**  
**No. 2022-1208**



**METROPOLITAN REDEVELOPMENT PROJECT**

Utilizing the Existing

**COORS BUILDING STRUCTURE**

**SEALED PROPOSAL SUBMISSION DEADLINE**  
**NO LATER THAN 5:00 P.M., Tuesday, January 31, 2023**

The City of Raton, New Mexico

**Request for Proposal (RFP) No. 2022-1208  
Metropolitan Redevelopment Project  
Coors Building Structure**

The City of Raton is accepting proposals for commercial/ business/ work-live occupancy of the existing Coors Building structure and site for the purposes of meeting the established goals of downtown revitalization, pursuing public/ private partnerships to rehabilitate and redevelop vacant, abandoned or underutilized downtown properties and incentivizing development that brings more activity, businesses and housing to the designated metropolitan redevelopment area.

This Request for Proposals invites each potential Offeror 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 statute relating to the New Mexico Metropolitan Redevelopment Code; NMSA Chapter 3, Article 60A, 1 through 48 (inclusive), and the 2015 Raton Downtown Master Plan / MRA Designation Report.

In order to achieve the desired objectives, the City of Raton will offer the Coors Building and Site through a sale or long-term ground lease to the selected Developer for a "fair value," which considers the community, economic and social benefits of the planned redevelopment.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Tuesday, January 31, 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 Chief Procurement Officer . A Pre-Proposal Conference will not be held, Offeror's may obtain additional information by contacting the City Manager at (575) 445-9551. The scope of work and the criteria for selection are described in the Request for Proposals (RFP). The 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  
December 8, 2022

## **PART 1 – PROJECT INFORMATION**

### **A. INTRODUCTION**

The Coors Building is owned by the City of Raton. The building is located at 216 South First Street and is constructed on a portion of Lot 8, Block 9 of the Original Township of Raton, New Mexico. The Coors Building is generally described as a two-story brick and wood framed structure with a stone masonry basement and nominal dimensions of 25 feet wide x 78 feet in length. The building was constructed in 1906 and was utilized as a warehouse for the Coors Brewing Company. The Coors Building was donated to the City of Raton by the Tinnie Mercantile Co. and was subsequently used for the Raton Museum for a period of time. The Coors Building is located within a designated C-1 Central Business District in accordance with the Zoning Ordinance of the City of Raton, New Mexico. The C-1 Zoning District allows zero setback distances, and the Coors Building shares common walls with neighboring structures. The C-1 Zoning District has no off-street parking requirements and allows living quarters on second stories and above in commercial buildings.

The building had a roof surface replacement consisting of a TPO membrane roofing system installed in 2020. Otherwise, the building is in a substandard condition currently with improvements anticipated to be needed for occupancy including heating, plumbing, electrical, windows, doors, stairs, minor structural works and interior finishes including walls, ceilings, floors and partitions/ floor plan revisions. Fire suppression system and accessibility requirements will be determined based on proposed usage and occupancy load calculated. It is anticipated that professional services shall be required to determine design criteria and may be required related to some or all of the elements listed above. The City of Raton retained Alpha Design architectural firm to draft a floor plan of the facility. Additional environmental, appraisal, engineering, architectural, or structural data or information regarding the building is not currently available.

The City of Raton commissioned several planning documents that address the importance of downtown revitalization, including:

- Raton Downtown Master Plan, 2015  
Prepared by Sites Southwest Ltd. Co.; funding through New Mexico MainStreet
- City of Raton Economic Development Strategic Plan, 2021  
Prepared by Better City consulting firm
- City of Raton Comprehensive Plan Update, 2021  
Prepared by Consensus Planning Co.; funding through New Mexico Finance Authority

These planning efforts recommend prioritization of downtown investment, entrepreneurial support and diversification and improvement of the community's housing stock. The planning efforts recommend additional strategies in downtown retail and hospitality offerings to bring tourists and visitors to the area and/or export goods.

The Raton Downtown Historic District is a historic district listed on the National Register of Historic Places. The district contains 95 significant buildings. The Coors Building was listed on the New Mexico State Register as Site No. 461 on 8-27-1976. The New Mexico Historic Preservation Division (HPD) administers the NM State Income Tax Credit for Preservation of Cultural Properties. The 50% state income tax credit is available to owners of historic buildings who complete qualified, pre-approved rehabilitations.

#### **B. THE NEW MEXICO METROPOLITAN REDEVELOPMENT CODE**

The State of New Mexico has adopted the Metropolitan Redevelopment Code authorized under NMSA Chapter 3, Article 60A, 1 through 48 (inclusive), which finds that slum areas and blighted areas constitute a serious menace and may be injurious to the public health, safety, morals and welfare of the residents of the state. The Metropolitan Redevelopment Code also provides that portions of the slum or blighted area may be suitable for rehabilitation efforts by government assistance, when necessary; and the individual benefits accruing to persons as the result of the powers conferred by the Metropolitan Redevelopment Code and projects conducted in accordance with its provisions are found and declared to be incidental to the objectives of that code and are far outweighed by the benefit to the public as a whole. Activities authorized and powers granted by the Metropolitan Redevelopment Code are hereby declared not to result in a donation or aid to any person, association or public or private organization or enterprise. The necessity for these provisions and the power is declared to be in the public interest as a matter of legislative determination.

As stated in §3-60A-6, NMSA 1978, a local government shall afford maximum opportunity for the rehabilitation or redevelopment of the metropolitan redevelopment areas by private enterprise. A local government shall give consideration to this objective in exercising its powers provided by the Redevelopment Law [3-60A-5 to 3-60A-18 NMSA 1978], including the approval of metropolitan redevelopment plans consistent with the general plan for the local government.

#### **C. THE 2015 RATON METROPOLITAN REDEVELOPMENT PLAN**

The Raton City Commission approved the MRA Designation Report by Resolution 2015-40 on 11/10/2015 and adopted the Raton Downtown Master Plan/ Metropolitan Redevelopment Area Plan ("the MRA Plan") by Resolution 2015-45 on 11/24/2015. The location of the Coors Building is within the designated Metropolitan Redevelopment Area approved by

the Raton City Commission, which generally consists of the commercial district of Raton's Original Townsite.

Since adoption of the MRA Plan, the City of Raton has completed 14 infrastructure and public works improvement projects in the downtown area. Additional downtown public projects are currently in the planning and early implementation stage. Since 2015, a number of businesses have become established in the downtown area and the level of business activity in the area has improved significantly.

The MRA Plan was developed as a component of the Raton Downtown Master Plan. The Downtown Master Plan recommends that the creative community approach "seeks to shift the economy away from declining traditional industries, and grow the arts, performance, music, crafts, film, and other creative industries". This strategy builds upon existing community assets (such as historic buildings and natural scenery) to attract more visitors seeking a unique, "authentic" experience that cannot be found elsewhere. This strategy promises not only economic benefits but also improves the quality of life and livability of a place.

In addition to the MRA Plan, the City of Raton has completed a Comprehensive Plan update and an Economic Development Strategic Plan. Both plans were adopted in 2021 and recommend that the City should focus on creating catalytic projects in downtown that are of significant scale to attract follow-on investment. The planning strategy states that the City should continue to prioritize capital improvements and work with Raton MainStreet on pursuing public/ private partnerships that bring more activity, businesses, and housing to make downtown a 24-hour destination.

With reference to the statute and MRA Plan, each Offeror is invited to submit its proposal for commercial/ business operations related to the development. Proposals shall be received from organizations, businesses or individuals proposing design, development and implementation of the Coors Building conforming to the character of the historic downtown commercial district and goals identified in the MRA Plan and Selection Criteria.

**PART 2 – PROPOSAL SUBMITTAL DETAILS**

**D. DESCRIPTION OF SERVICES REQUESTED**

The City of Raton seeks to enter into a public-private partnership with a qualified developer in order to achieve the goals outlined in this RFP and in the MR Plan. In accordance with the New Mexico Redevelopment Code, §3-60A, NMSA 1978, the City of Raton requests proposals from an interested developer who will finance and construct a high-quality commercial project that conforms with the character of the historic downtown area and meets objectives of the MRA Plan and other plans discussed herein.

With reference to the statute and MRA Plan, each Offeror is invited to submit its proposal for commercial/ business operations related to the development. Proposals shall be received from organizations, businesses or individuals proposing design, development and implementation of the Coors Building conforming to the character of the historic downtown commercial district and goals identified in the MRA Plan and Selection Criteria.

Any sale price and/ or lease terms will be considered, providing that the City of Raton can show fair value was obtained as described in §3-60A-12, NMSA 1978.

Successful Offeror shall operate as an independent Developer and 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.

The City of Raton shall consider any type of proposal that meets 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.

**E. SELECTION CRITERIA**

Proposals submitted to the City of Raton timely shall be scored and ranked accordingly:

1. Development Concept Plan	25
2. Fair Value/ Community, Economic and Social Benefits of the Proposed Redevelopment	25
3. Consistency With Project and Downtown Plan Goals	20
4. Development Team Experience, Structure and Capacity	20
5. <u>Schedule</u>	<u>10</u>
	<b>100</b>

## **F. PROPOSAL CONTENT AND SUBMITTAL**

Offerors shall prepare submittal including narrative, data, renderings, drawings, details, or any applicable information the Offeror deems as necessary to the City's consideration of the proposal. Details of the criteria established for selection are detailed as follows:

- 1) **Development Concept Plan** (25 points maximum) – the Offeror is requested to provide information describing the proposed renovation and proposed usage of the building. The Offeror may provide information identifying the sustainable uses or mixed-usage that can viably be established and operate in the building for the projected 5 year to 10 year term of interest.

Offeror is asked to detail plans to assess building deficiencies, plan and design processes, and implement renovations and construction of improvements.

Offeror may discuss terms of building usage to include potential leasing to commercial or residential tenants and the basis of tenancy in the building. Include five year pro forma statement discussing operating analysis, assumptions and profit/ loss goals.

Offeror may discuss the proposed project's draw to local, regional and interstate visitors to the downtown commercial area. Discussion of business need and demand, store front design, signage or other strategies may be detailed.

- 2) **Fair Value/ Community, Economic and Social Benefits of the Proposed Redevelopment** (25 points maximum) – Submit proposal detailing terms proffered by Developer regarding purchase/sale or lease/rent of the building and real estate. Offeror may provide a detailed discussion, data demonstrating the "fair value" calculation of the proposal which considers the community, economic and social benefits of the planned redevelopment. The proposal shall consider elements of the development related to building a more vibrant community and related factors such as job creation, tax base expansion, economic development or economic activity and potential return to the city.
- 3) **Consistency with Project and Downtown Plan Goals** (20 points maximum) – Demonstration of knowledge of and conformance with goals established by Downtown Master Plan, Economic Development Strategic Plan, Comprehensive Plan and other planning efforts related to downtown revitalization. Stated goals include catalyzing further redevelopment and economic activity, enhanced place making in the area and increasing housing options.
- 4) **Development Team Structure, Experience and Capacity** (20 points maximum) – Past performance and overall experience of individuals or project team on similar projects.

Provide description of proposed team structure with focus on components related to business planning and development, investment and capital access, historic building renovation and project management ability.

- 5) **Schedule** (10 points maximum) - Evaluation of the achievability of the Offeror's time schedule and the Offeror's ability to complete the project satisfactorily in a timely manner. Provide detail on proposed schedule of implementation of milestones including facility renovations and business development.

### **PART 3 – PROPOSAL SUBMITTAL PROCEDURE**

#### **G. PROPOSAL CONTENT**

1. Offerors shall submit one (1) original, and five (5) copies of their proposal in a sealed envelope identifying their response to RFP No. 2022-1208.
2. Include Appendix B, Campaign Contribution Disclosure Form.
3. Include Appendix C, Letter of Transmittal Form.

#### **H. SUBMISSION OF PROPOSALS**

Written proposals responding to the Request for Proposals RFP No. 2022-1208 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 DEADLINE**

Proposals pursuant to RFP No. 2022-1208 must be submitted on or before January 31, 2023, at 5:00 p.m. 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.

**J. SELECTION**

1. The City of Raton Selection Committee will review and evaluate proposals.
2. The City will undertake negotiations with the top rated Offeror or multiple Offerors 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.

**K. TERMS & CONDITIONS**

1. The City of Raton will offer an Agreement for Development of the Project to the Offeror that best meets the City's requirements. The Project Developer shall be the Offeror that is recommended by the Selection Committee and selected by affirmative action of the Raton City Commission. The Development Agreement shall only become effective upon affirmative approval of the Raton City Commission.

The Development Agreement for the Project will include performance requirements and reversionary/clawback provisions that will be triggered if the performance requirements are not satisfied. Performance and reversionary provisions notwithstanding, additional terms of the Development Agreement of the sale or ground lease may be negotiated between the Developer and the City of Raton.

2. The Developer 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 Developer 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 Developer in the performance pursuant to the terms of this agreement or arising from any act or negligence of the Developer, or any of its agents, 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. Developer agrees to carry insurance appropriate to proposed services and contractual relationship with the City of Raton.
3. The Developer 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 other public resources, compliance with audit and financial requirements, and to protect and conserve public funding accountability.

4. 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.

5. 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.

6. Offeror's Rights to Withdraw Proposal

Offeror will be allowed to withdraw their proposal 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.

7. 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.

8. 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 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.

9. No Obligation

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

10. 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.

11. 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.

12. 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 Raton Procurement Officer.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Right to Waive Minor Irregularities

The City of Raton Procurement 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 Procurement Agent.

19. 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.

20. 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).

21. Agency Rights

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

22. Ownership of Proposals

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

23. 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](mailto:mantonucci@cityofraton.com). No inquiries shall be allowed after 5:00 P.M. MST on January 13, 2023.

24. 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.

25. 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.

26. Letter of Transmittal Form

Offerors proposal must be accompanied by the Letter of Transmittal Form located in Appendix C which must be completed and signed by an individual person authorized to obligate the company.

27. 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 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 Developer 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 Developer 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 Developer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer or City Manager.

**APPENDIX A**

**REQUEST FOR PROPOSAL  
METROPOLITAN REDEVELOPMENT PROJECT  
Utilizing the Existing COORS BUILDING STRUCTURE  
No. 2022-1208**

**ACKNOWLEDGEMENT 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 table of contents, and ending with APPENDIX C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on January 13, 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](mailto:mantonucci@cityofraton.com)

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## 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**

**APPENDIX C - LETTER OF TRANSMITTAL FORM**

RFP #: 2022-1208

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 as required in Part 2 of this RFP.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Part 2, Section E of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

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