

**CITY OF BELEN
STATE OF NEW MEXICO
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

**CONSTRUCTION SERVICES
BELEN VETERAN'S MEMORIAL
AT EAGLE PARK
PHASE I**



RFP# 2017-04
Construction Services

Issue Date: July 27, 2014

Due Date: August 10, 2013

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I. INTRODUCTION

A. **PURPOSE OF THIS REQUEST FOR PROPOSALS**

The City of Belen Purchasing Department is requesting sealed proposals to provide Construction Services for Phase I of the Belen Veteran's Memorial at Eagle Park. The successful contractor shall enter into a Professional Services Contract with the City to construct the work described in the scope of work and depicted on drawings titled "Belen Veteran's Memorial - Phase I. The Professional Services Contract will incorporate the selected contractor's proposal, City of Belen's terms and conditions, scope of Work, construction drawings and other pertinent requirements and details. The initial Contract is expected to commence on August 24, 2017 upon the approval of the City Council and State DFA.

B. **BACKGROUND INFORMATION**

The City of Belen is a service-based municipal government organization that responds to the growth and requirements of its residents. The City Manager reports to a five member City Council and is responsible for managing the operation of the City. The population of Belen is approximately 7,313 as per the 2011 Census.

C. **SCOPE OR WORK TO BE PERFORMED**

This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

Work under this contract includes, but is not limited to, the following:

- Site grading,
- Creating an elevated five sided concrete platform with low CMU privacy screens and surrounding flatwork,
- Providing six flag poles and concrete bases, a trench drain and drain piping to arroyo, and concrete and brick flatwork approach.
- A portion of the above will be bid as an option. The work is depicted on drawings titled "Belen Veteran's Memorial - Phase I" prepared by J.W. Rende Planning and Design Consulting and dated 7-20-2017 and accompanying specifications document. Drawings show the Optional work.
- Work is to be substantially completed by November 8, 2017 for Veteran's Day.

D. **PROCUREMENT MANAGER**

1. The City of Belen 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: Roseann Peralta, Procurement Manager
Address: 100 South Main St.
Belen, NM 87002

Telephone: (505) 966-2738
Fax: (505) 966-2738
Email: roseann.peralta@belen-nm.gov

2. All deliveries of responses via express carrier must be addressed to the Procurement Management whose information is listed above.

3. 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. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations

“Agency” means the City of Belen.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“City” means the City of Belen, County of Valencia, and State of New Mexico.

“City Council” means the elected individuals whom are responsible for governing the City of Belen.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Contract" means a written agreement for the procurement of items of tangible personal property, services or professional services.

"Contractor" shall mean the successful Offeror who enters into a Price Agreement with the City.

"Determination" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file

"Desirable" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals

"Successful offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal

“Services” means delivering value to customers by facilitating outcomes customers want to achieve.

“Solicited and Awarded” means an Invitation to Bid or RFP was made available to the general public, through any means.

"Staff" means an individual who is full-time, part-time, or an independently Contracted employee with the Offerors company.

“Successful Offeror” means an offeror who has met all qualifications.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Procurement Manager	July 27, 2017
2. Pre-Proposal Conference	City, Potential Offeror(s)	August 7, 2017 @ 2:00 AM
3. Acknowledgment Form	Potential Offeror(s)	August 8, 2017
4. Deadline to submit Questions	Potential Offeror(s)	August 8, 2017
5. Response to Written Questions	Procurement Manager	August 9, 2017
6. Submission of Proposal	<i>Potential Offeror(s)</i>	August 10, 2017@ 2:00 PM
7. Proposal Evaluation	Evaluation Committee	August 10, 2017
8. Selection of Finalist	Evaluation Committee	August 10, 2017
9. Best and Final Offers	Finalist	August 11, 2017
10. Oral Presentation	N/A	
11. Finalize Price Agreements	City/Finalist	August 12, 2017
12. Contract Awards	City	August 24, 2017
13. Protest Deadline	Offeror(s)	August 8, 2017
13. Project Substantial Completion	Contractor	November 8, 2017

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Procurement Manager on behalf of the City of Belen on July 27, 2017. The RFP may be distributed, published, and posted on the City of Belen's Web-Site.

2. Pre-Proposal Conference

A "**Mandatory**" pre-proposal conference will be held as indicated in the sequence of events beginning at 2:00 PM Mountain Standard Time/Daylight at the memorial site at the Belen Eagle Park (site location is identified on the site aerials) Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. *Attendance at the pre-proposal conference is mandatory and is a prerequisite for submission of a proposal.*

3. Acknowledgment Form

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 on this date.

The procurement distribution list will be used for the 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.

4. 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 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

5. 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 described in II.B.3 before the deadline. Additional copies will be posted to: <http://www.belen-nm.gov/>

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON August 10, 2017. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Belen Veteran's Memorial Professional Construction Services RFP # 2017-04 Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Contract is awarded pursuant to this Request for Proposals has been fully executed.

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, A Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II, A Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror’s oral presentation.

10. Oral Presentations

N/A

11. Finalize Contract

The Contract will be finalized with the most advantageous Offerors as per schedule Section II, A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City of Belen. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Belen reserves the right to finalize a Contract with the next most advantageous Offerors without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report, the Procurement Manager will provide the City Council and State DFA with a recommendation for a contract award. When the recommendation for award has been approved, the City of Belen will award the Contract as per the schedule in Section II, A Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City of Belen.

The Contract shall be awarded to the Offerors whose proposals are most advantageous to the City of Belen taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and City approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of Contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the City Purchasing Agent. The protest must be delivered to:

Name: Roseann Peralta, Procurement Manager
Address: 100 South Main St.
Belen, NM 87002
Telephone: (505) 966-2738
Fax: (505) 966-2738
Email: leona.vigil@belen-nm.gov

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

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

3. Prime Contractor Responsibility

Any Contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of any Contract with a City agency which may derive from this RFP. The City agency hiring a vendor from the Contract will make payments to only the prime Contractor.

4. Subcontractors

The use of subcontractors is allowed. The prime Contractor shall be wholly responsible for the entire performance of the Contract whether or not subcontractors are used. Additionally, the prime Contractor must receive approval, in writing, from the agency hiring from the Contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offerors Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

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

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City 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 Belen or any of its Agencies to the use of Offeror services until a valid written Contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the City of Belen website at <http://www.belen-nm.gov>.

15. Contract Terms and Conditions

The Contract between an agency using the Contract and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in "City of Belen." However, the Contracting agency reserves the right to negotiate with an Offeror secured from the Contract, 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 terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The Agency 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 Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a successful offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. City's Rights

The City in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and Contract term, Offerors and Contractors must secure from the City and the Contract Lead written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency Contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Contract.

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the Contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of City.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring City's written permission.

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Contract, the version maintained by the City shall govern. Please refer to: <http://www.belen-nm.gov>.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Mayor or Council. Failure to complete and return the signed unaltered form will result in disqualification.

29. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a Contract greater than twenty thousand dollars (\$20,000.00) with any City 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:

- A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of Contract by any federal entity, City agency or local public body.
- B. 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, City or local) Contract or subcontract; violation of Federal or City antitrust statutes related to the submission of offers; or commission in any federal or City 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.
- C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal City or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- D. Have preceding this offer, been notified of any delinquent Federal or City taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- E. Have within a three year period preceding this offer, had one or more Contracts terminated for default by any federal or City agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager 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, City or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Manager 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 City Purchasing Agent or Central Purchasing Officer may terminate the involved Contract for cause. Still further the City 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 City Purchasing Agent or Central Purchasing Officer.

30. Conflict of Interest; Governmental Conduct Act.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and (3) identical copies (4 total) of their proposal. The original proposal shall be clearly marked original and must contain the original signatures. All Confidential Information shall be kept separated.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within the binder with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications
- e) Response to the City's Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Completed Cost Response Form (placed in an envelop)
- h) Campaign Contribution Form
- i) Oral Presentation (not required)
- j) Resident Vendor or Resident Veteran Certificate
- k) Resident Veterans Preference Certification Form (Appendix H)
- l) Conflict of Interest Affidavit (If applies)
- m) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process.

Offerors may attach other material they believe may improve the quality of their responses.

The Offerors proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form must be completed and must be signed by the person authorized to obligate the company.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. **MANDATORY SPECIFICATIONS**

Offerors not responding to mandatory specifications may result in disqualifications of the offeror's proposal. Mandatory Specifications must be described in narrative form.

1. **Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. **Organizational Experience & Knowledge:**

Offerors must provide a thorough description of:

- a) Relevant corporate experience, make sure to include any experience with governmental entities more specifically municipalities. Narrative should include a description of the services that were provided.
- b) Include a brief statement of how long the offeror has been performing Construction Services sought under this RFP.
- c) Include a list, if any, of all current contractual relationships with the City of Belen or those completed within the previous five-year period.
- d) Provide an assessment of the availability and responsiveness of the Contractor and other professional staff to be assigned to a contract with the City of Belen.
- f.) Provide a statement of how the workload of the City of Belen would be accommodated and what kind of priority it would be given.

3. **Response to the City's Terms and Conditions**

The Offeror must submit a statement of concurrence with the City's Terms and Conditions as listed in *Appendix C*. The Offeror may also submit additional Terms and Conditions, to be considered, by the City at this time.

4. **Organizational Reference**

Vendors should provide a minimum of three (3) references from similar projects performed, more particularly for government entities within the last three years. **Contractors are required to submit APPENDIX G, Reference Form, to the business references they list. The business references must submit the Reference Form directly back to the designee described in Sec I Paragraph D.** It is the contractor's responsibility to ensure that the completed forms are received by the or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The [Evaluation Committee](#) may contact any or all business references for validation of information submitted.

5. Completed Cost Response Form

Offerors must complete Cost Response Form in APPENDIX E. Cost will be assessed point in the evaluation process. All charges listed on APPENDIX E must be justified and evidence of need documented in the proposal.

6. Campaign Contribution Disclosure Form

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

7. Oral Presentation

n/a

8. Certificate of Insurance

The successful Contractor is required to provide a certificate of liability insurance along with their signed contract in the insured amount of \$1,000,000.

9. Performance Bond

Selected Responder will be required to provide a performance bond for 100% of the contract amount.

B. BUSINESS SPECIFICATIONS

1. Resident Business or Resident Veterans Preference

To be awarded the points, Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference the attached certification Form APPENDIX H must accompany any RFP and any business wishing to receive the preference must complete and sign the form. The resident/veterans business certification shall be issued by the State Taxation and Revenue Department.

2. Conflict of Interest.

Offeror must submit a conflict of interest form (appendix I) in the proposal if a conflict of interest does apply.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Short listing - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may or may not conduct interviews with Offerors applying for selection.

The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

- (1) Specialized competence of the business in the type of construction required, including a joint venture or association, regarding the type of services required..... **25 points**

(2) Capacity and capability of the business to perform the work, including any specialized services, within the time limitations	<u>15 points</u>
(3) Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules	<u>20 points</u>
(4) Proximity to or familiarity with the area in which the project is located.	<u>15 points</u>
(5) Evidence of understanding of scope of work, the site, and existing conditions.....	<u>25 points</u>
(6) Transmittal Letter.	<u>Pass/Fail</u>
(4) Resident Veterans Preference	<u>. Pass/Fail</u>
Proximity to or familiarity with the area in which the project is located.	<u>15 points</u>
TOTAL	<u>100 POINTS</u>

B. EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Specialization- Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past projects and the corresponding applications to the proposed scope of work.
2. Capacity and Capability- Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. Past Record of Performance- Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.
4. Proximity to or Familiarity with Site Location- Indicate previous knowledge or experience regarding the project location, and any current work which could enhance the firm's ability to provide timely responses or special expertise to project needs
5. City of Belen Produced Work- It is in the City of Belen's best interest to support local businesses. Indicate the volume of work to be produced in City of Belen by a City of Belen firm or firms. Identify any out-of-state subcontractors or suppliers that will be involved on the project and the extent of services to be provided by that firm or firms.

C. *EVALUATION PROCESS*

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The successful offerors with the highest scores will be selected finalist Offerors based upon the proposals submitted. The successful offerors whose proposals are most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract to the City, as specified in Section II, Paragraph B.8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

CONSTRUCTION SERVICES
BELEN VETERAN'S MEMORIAL AT EAGLE PARK - PHASE I
RFP # 2107-04

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX I. The undersigned also agrees to the Conditions Governing the Procurement.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than May 15, 2013. 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.

Roseanne Peralta, Procurement Manager
Construction Services
Belen Veteran's Memorial, Phase I
RFP # 2017-04
City of Belen
100 South Main Street
Belen, NM 87002
Fax: 505-966-2738
E-mail: roseann.peralta@belen-nm.gov

APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a Contract with any City 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 City 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 City 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 City agency or local public body shall void an executed Contract or cancel a solicitation or proposed award for a proposed Contract 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.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either Citywide 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 of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of 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

Sample Contract with City's Terms and Conditions

- 1) Scope of work: Said services shall be in accord with, and meet professional standards as set forth in the Scope of Work described in Attachment "A", construction drawings and specification documents.
- 2) Scope of Agreement. This Contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
- 3) Contract Amount: This Contract for Construction Services is for the amount of \$ _____ (exclusive) with progress to be invoiced monthly for work completed. The final version of the cost proposed, agreed by both sides, is incorporated into the Contract. The Contractor shall submit a detailed statement accounting for all services performed
- 4) Term: THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY City COUNCIL. This agreement shall begin on date approved by the City Council and end one year from the date of approval. The City may renew the Contract on an annual basis or any portion thereof up to three additional years. This agreement including all extensions and renewals shall not exceed four calendar years in duration.
- 5) Termination: Either party, with or without cause, may terminate this Contract at will. Termination shall be by written notice, which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination the termination date remains thirty (30) calendar days from the delivery. The Offeror must provide briefing and transitioning to the Legal Service replacement and/or City Manager. If OFFEROR terminates this Contract, notice of termination shall include Offerors final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 6) Indemnification: OFFEROR agrees to indemnify and hold harmless the City of Belen from any and all claims, suits, and causes of action, which may arise from its performance under this Contract unless specifically exempted by New Mexico law. OFFEROR further agrees to hold harmless the City of Belen from all personal claims for any injury or death sustained by OFFEROR, its employees, agents or other representatives while engaged in the performance of this Contract.
- 7) Assignment: OFFEROR shall not assign or transfer any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without the prior written approval of the City of Belen.
- 8) Subcontracting: OFFEROR shall not subcontract any interest in this Contract or attempt to subcontract any claims for money due under this Contract without the prior written approval of the City of Belen.
- 9) Confidentiality: Any information learned, given to, or developed by OFFEROR in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City of Belen.
- 10) Conflict of Interest: OFFEROR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with its performance of services

under this Contract.

- 11) Conflict Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this Contract and those documents incorporated by reference, the terms and conditions of this Contract shall govern.
- 12) Records-Audit: Contractor shall keep, maintain, and make available to the City of Belen all records, invoices, bills, etc. related to performance of this Contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this Contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the City of Belen or its authorized representative or agent, including federal and/or City auditors.
- 13) Campaign Disclosure: Offerors must complete, sign and return the Campaign Contribution Disclosure form with their proposal. Applicable public officials of the Executive branch are Mayor and City Councilors. Disclosure of contributions to federal campaigns is not included in this reporting requirement.
- 14) Penalties: The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes gratuities, and kickbacks.
- 15) Damages: In the event that OFFEROR defaults on any term or provision of this Contract, the City of Belen retains the sole right to determine whether to declare the Contract void able and/or OFFEROR agrees to pay the City of Belen the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this Contract.
- 16) Acceptance: of Conditions Governing the Procurement. Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in this RFP.
- 17) Renewal: City OF BELEN shall have the right, but is not obligated, to renew this Contract subject to terms agreeable to both the City OF BELEN and OFFEROR.
- 18) Release: OFFEROR agrees that, upon final payment of the amount due under this Contract, OFFEROR releases the City OF BELEN from all liabilities, claims and/or obligations whatsoever arising from, or under, this Contract
- 19) Annual Review. If this Contract encompasses more than one fiscal year, this Contract is subject to an annual review by the City of Belen. If any deficiencies are noted during the review process, the OFFEROR shall be given a specified time, as per the Notice to cure provision below, in which to cure said deficiency (ies).
- 20) Required Liability Insurance: OFFEROR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, NMSA. 1978 (as amended).
- 21) Severability: In the event that a court of competent jurisdiction finds that any term or provision of this Contract is void, void able or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

- 22) Applicable Law: The Laws of the City of New Mexico and the Ordinances, resolutions, rules and regulations of the City OF BELEN shall govern this Contract. Any legal proceeding brought against the City OF BELEN, arising out of this Contract, shall be brought before the Seventh Judicial District Court, Valencia County, and State of New Mexico.
- 23) Professional Service-Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City of Belen and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City of Belen, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, Contractor shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City of Belen.
- 24) Status of Contractor. Contractor acknowledges that it is an independent Contractor and as such neither it, its employees, agents nor representatives shall be considered employees or agents of the City of Belen, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of City of Belen vehicles, or any other benefits provided to City of Belen employees.
- 25) Non-Discrimination. Contractor agrees that it, its employee(s) and/or agent(s) shall comply with all federal, City and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 26) Taxes. Contractor acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this Contract and that the City of Belen shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the City and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the City of Belen shall have no liability for payment of such taxes or amounts.
- 27) Prime Contractor Responsibility. Any contract that may result from the RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime Contractor.

ATTACHMENT A – SCOPE OF WORK

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APPENDIX D

***TERMS, CONDITIONS
&
STATEMENT OF CONFIDENTIALITY***

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the City of Belen and forever thereafter, to keep confidential all information and material provided by the City, and including any such information and material relating to any client, vendor, or other party transacting business with the City and not to release, use or disclose the same except with the prior written permission of the City of Belen. This obligation shall survive the termination or cancellation of the Contract between Contractor and City or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the City of Belen, a client or customer of the City of Belen, or to the owner of such information, inadequately compensable in damages and that, accordingly, the City of Belen or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX E

COST RESPONSE FORM

The services provided in the scope of work shall be provided to the city of Belen with an hourly rate of:

\$_____ per hour.

Total amount written in words:

_____.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

City: _____ State: _____ ZIP CODE: _____

SIGNATURE: _____ **DATE:** _____

APPENDIX F

Letter of Transmittal Form

RFP#: 2013-04

Items 1-6 MUST BE COMPLETED IN FULL. Failure to respond to all six items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized to negotiate, clarify, and obligate the Contract on behalf of the organization:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. Use of Sub-Contractors (Select one)

- No sub-Contractors will be used in the performance of this Contract OR
 The following sub-Contractors will be used in the performance of this Contract:

(Attach extra sheets, as needed)

4. Please describe any relationship with any entity with which will be used in the performance of this Contract.

(Attach extra sheets, as needed)

5. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

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

7. I acknowledge receipt of any and all amendments to this RFP.

_____, 2013

Authorized Signature and Date

(Must be signed by the person identified in item #2, above.)

APPENDIX G

Resident Veterans Preference Certification

_____ (NAME OF Contractor) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the City of Belen of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a Contract which was on the basis of having such veterans preference, I agree to report to the City of Belen of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works Contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX H

CONFLICT OF INTEREST AFFIDAVIT

CITY OF BELEN)
) ss.
COUNTY OF VALENCIA)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/Agency), having separated/retired from City employment as of _____ (date).
2. I am a current employee of the _____ (name of Department/Agency), or a legislator with the City, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the City. Being a current employee or legislator or family member of a current employee or legislator of the City, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into a agreement in the amount of \$_____.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a Contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

Name

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:
