



REQUEST FOR PROPOSAL (RFP)

AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) SERVICES BELEN REGIONAL AIRPORT

City of Belen, New Mexico

RFP 2024-01

Release Date

November 26, 2024

INTRODUCTION

The City of Belen (the City) who is the owner of the Belen Regional Airport (BRG), is seeking proposals (Proposal) from qualified firms (Proposer) to provide Aircraft Rescue and Firefighting (ARFF) services in support of United States Air Force operations at the Airport. It is the City's intent to contract with an outside firm to provide administration, management, staffing and operation of ARFF facilities, equipment and services. The selected Proposer shall be responsible for providing labor, equipment and materials required for these services, except as identified herein. A detailed Scope of Work is provided in Attachment A.

BACKGROUND

The BRG is a general aviation airport consisting of approximately 750 acres of property in the Belen, New Mexico. The BRG includes two runways, measuring 5,280 feet (Runway 13-31) and 6,601 feet (Runway 3-21) with an average of 18,000 annual operations. The BRG's activity includes corporate and private operators and general aviation maintenance. Although not indexed by the Federal Aviation Administration (FAA), the BRG is required to provide ARFF services to meet the contractual obligations of the United State Air Force operating at the airport. Accordingly, the Proposer will be responsible for being familiar and complying with, but not limited to, the requirements set forth in 14 CFR Part 139, applicable FAA Advisory Circulars as they relate to ARFF standards, NFPA 460, AR 95-20 and any additional mutually agreed upon standards specified in any future contractual documents, this RFP and those items specified in the attached Statement of Work.

GOALS AND OBJECTIVES

The successful Proposer (Contractor) will be required to provide personnel, who are appropriately trained, and equipment to ensure the Airport and its tenants meet the required standards contained in 14 CFR Part 139, applicable FAA Advisory Circulars as they relate to ARFF standards, NFPA 460, AR 95-20 and any additional mutually agreed upon standards specified in any future contractual documents. ARFF services shall be provided during Air Force operations under the agreement between the City and the Air Force for C-130 training at the Airport. Generally, training hours will be limited to 1300-0100 local time.

The City will be required to provide office/lounge and food preparation space in the form of a modular building or similar as described in Exhibit A.

The successful Proposer shall also ensure compliance with any present and future documents and procedures in effect at the BRG, including but not limited to, the BRG Emergency Plan; BRG General Operating Rules; Airport Security Program; all ARFF and Environmental Standard Operating Procedures; any current and future Standard Operating Procedures (SOPs) deemed appropriate by the City, and any other documents, policies or procedures applicable to or put in effect at the BRG in order to ensure continuous compliance with local, state and federal regulations. Copies of these documents are available for Proposer to review at the BRG FBO offices upon prior written request.

MINIMUM QUALIFICATIONS

Proposer will be considered non-responsive to this request and disqualified from further consideration if the Proposer does not have a minimum of five (5) years' experience providing contract-based ARFF services. Please provide three references, to include contact information, for organizations in which your firm has provided ARFF services.

If the Proposer does not have a minimum of five (5) years of experience providing contract-based ARFF services, it will be acceptable if the Proposer's key leadership personnel have at least five (5) years of experience providing contract-based ARFF services and can demonstrate that it has experience in the administration of paid fire services. The Proposer shall identify such key personnel, their positions within the company, a brief description of said individual's qualifications and provide three references for said personnel.

TERM OF AGREEMENT

The term of the Agreement shall be for one (1) year, with three (3) one-year options to renew the Agreement, at the sole discretion of the City, for a total of four (4) years.

RFP TIMELINE

November 26, 2024	RFP Released
December 4, 2024	Deadline for questions
December 6, 2024	Response to questions
December 20, 2024	Proposal Due Date

CONTACT INFORMATION

Daniel Carbajal, Procurement Officer City of Belen

100 S. Main Street Belen, NM 87002

Telephone: 505-966-2738

Email: daniel.carbajal@belen-nm.gov

PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Any necessary communication pertaining to this RFP should be submitted to the City in writing via email to daniel.carbajal@belen-nm.gov. All questions must be submitted by the deadline indicated in the RFP Timeline. **ACKNOWLEDGEMENT OF RECEIPT FORM Exhibit #1 must be completed and returned by December 4, 2024.**

SUBMISSION OF PROPOSALS

Submit one (1) original and three (3) copies of the Proposal, clearly marked as such.

The outside of the package, as well as the cover or title page of each Proposal shall be marked **CITY OF BELEN ARFF RFP 2024-01** to clearly indicate that the contents are specifically related to this RFP. Also, please include an electronic copy of your proposal, in PDF format on a flash drive.

The Proposal marked as ORIGINAL will be considered the official submission. All pages shall be sequentially numbered, and a table of contents shall be provided.

LATE PROPOSALS

Late Proposals will be rejected and returned to the Proposer. The deadline for submission shall not be extended for any reason due to time constraints. Proposers should select a method of delivery that ensures Proposals will be delivered by the due date specified in this document.

RESPONSE SUBMISSION REQUIREMENTS

To expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or that fail to provide the required information or documentation, may negatively impact the City's evaluation of the Proposal. If found to be non-compliant, Proposers may be disqualified. In the event of a conflict between any of the Proposal documents, resolution of such shall be at the City's sole discretion.

Proposals shall include the following information in the format indicated:

1. COVER LETTER

Include a cover letter identifying the Proposer's firm and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and email address of the individual authorized to contractually bind the firm and be signed by the authorized individual. (PASS/FAIL)

2. PROPOSAL SUMMARY

Include a summary containing highlights of the Proposal's approach, describing how the project team would be organized, and how the Proposer will ensure responsiveness to the City and project requirements. Provide knowledge and or experience of the Belen Regional Airport and its operations. (20pts).

3. TECHNICAL PROPOSAL

3.1. Management and staffing plan (25pts)

Provide a management and staffing plan to include roles and responsibilities of key personnel of the firm, which should include a brief one-page resume for each person identified as key personnel. Similar information should also be provided for the corporate management representative with oversight of the onsite personnel. Proposer shall provide a summary of the personnel necessary to fulfill the requirements of this request for proposal and their firefighting experience, as experienced personnel are preferred. Proposer shall demonstrate that its pay structure will enable it to attract and retain a highly qualified workforce.

3.2. Sample work schedule (25pts)

Provide a sample work schedule detailing the number of personnel and the shift assignments.

3.3. Operations plan (35pts)

Provide an operations plan that includes the following: Proposer's ARFF training curriculum and recordkeeping methodology.

- All training certificates, professional memberships or other documentation the Proposer believes makes it the most qualified respondent.
- Copies of incident and report writing forms to be used by Proposer.
- A transition timeline for Proposer's taking over ARFF services at the Airport, pursuant to an Agreement. The plan should provide details with a thorough implementation schedule for systematically assuming ARFF responsibilities with absolutely no disruption to BRG operations.
- Proposers are encouraged to provide a list of additional services for the Airport's consideration which shall be provided at no additional cost to enhance current services.

4. COST PROPOSAL (20pts)

Submit in accordance with the specifications of this RFP. The Proposal should include a breakdown of the elements that make up the monthly/annual costs; including lease and rentals, equipment costs, estimates for utilities, labor costs for each labor classification, and overtime costs. All labor costs shall be shown as billing rates for each labor classification anticipated for use with this agreement. All taxes, benefits, overhead and

profit will be included in the billing rates. Work must begin within 30 days of award of contract. All prices quoted are to be FOB delivered or installed. All prices quoted must be valid for sixty (60) days.

5. Submittal of ACKNOWLEDGEMENT OF RECEIPT FORM (Exhibit #1).
6. Submittal of a completed and signed CAMPAIGN CONTRIPUTION DISCLOSURE FORM with the proposal is required to be considered a responsive proposer (Exhibit #2).
7. Submittal of a completed and signed Veteran's Preference form with the proposal is required to be considered a responsive proposer (Exhibit #3).
8. Submittal of a completed and signed NON-DISCRIMINATION / NON-PREFERENTIAL TREATMENT FORM (Exhibit #4).
9. Include up to three (3) references.
10. Provide any additional information which the Proposer deems pertinent to this solicitation.

EVALUATION CRITERIA

1. PROPOSAL RESPONSIVENESS

Proposers that fail to include the required information or documents with their Proposals may, at the City's sole discretion, be disqualified from further consideration.

2. PROPOSAL REVIEW AND EVALUATION

Proposals will be evaluated against the general criteria as described in this RFP. The City may seek written clarification from any or all Proposers to better understand and evaluate the submitted Proposal. This process may not be used as an opportunity to submit missing documentation or to make significant revisions to the original Proposal.

3. COST PROPOSAL REVIEW AND EVALUATION

Provided pricing shall be a fixed monthly price and shall not be subject to modification except as otherwise specifically set forth in the contract.

4. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by the City of Belen based on criteria determined by, and at the sole discretion of the City of Belen, to best meet the goals and objectives required to support the need. Such criteria shall include, but not be limited to, the Proposer's technical capabilities, experience and pricing, not necessarily in that order. Proposers are expressly advised that, while pricing is an important consideration, it will not be the determining factor in the City of Belen's award of the Agreement.

RESPONSE SUBMITION REQUIREMENT POINTS

		Point Total
COVER LETTER		PASS
PROPOSAL SUMMARY		20
TECHNIAL PROPOSAL:	Management & Staffing Plan	25
	Sample Work Schedule	25
	Operations Plan	35
Cost Proposal		20
Campaign Contribution Form		PASS
<i>Veterans Preference</i>		<i>(+5)</i>
TOTAL POINTS		125

BASIS OF AWARD

The Award will be based on the City's determination as to the Proposer that will best meet the requirements of the City. The City reserves the right to accept a Proposal in full, in part, or to reject all Proposals.

GENERAL INFORMATION

The City reserves the right to accept or reject any item or group(s) of items contained in a submitted Proposal. The City also reserves the right to waive any informality or irregularity in any Proposal. Additionally, the City may, for any reason, decide not to award the contract as a result of this RFP or cancel the RFP process at any time.

The City is not obligated to respond to any Proposal submitted, nor be legally bound in any manner by any submission of a Proposal pursuant to this RFP.

The City is not required to accept the lowest cost Proposal. Responses will be evaluated to determine the Proposal that best meets the City's needs, based on the factors set forth in this RFP.

The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

The City may require the Proposer to provide financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

GROUNDINGS FOR DISQUALIFICATION

All Proposers are expected to have read and understood the RFP and submit a complete Proposal. The grounds for disqualification are, among other things:

- Evidence of collusion, directly or indirectly, among Proposers regarding the amount, terms, or conditions of this Proposal.
- Evidence of submitting incorrect or false information or misrepresentation of or failure to disclose material facts during the evaluation process.
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal.
- Failure to submit completed and signed Campaign Disclosure and Veteran's Preference forms with the proposal.

EXAMINATION OF PROPOSED MATERIAL

The submission of a Proposal shall be deemed a representation and certification by each Proposer that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that it has read and understood the RFP. No request for modification of the Proposal shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

CODE ADHERENCE, PERMITS AND FEES

The Proposer agrees to a proposal by all laws, rules, and regulation of the United States, State of New Mexico and Valencia County, securing all necessary licenses and permits as may be required or otherwise necessary in connection with the performance of ARFF services under the terms of the Agreement at no cost to the City.

TERMS AND CONDITIONS OF AGREEMENT

Upon conclusion of the RFP process, the City will enter negotiations with one Proposer, which shall ultimately enter into the Agreement with the City in substantial conformity with the selected Proposal and attached form of Agreement. The City reserves the right to negotiate terms and conditions of the Agreement based on the selected Proposal. All agreements will require the Proposer to adhere to the terms of its Proposal and to act in accordance with all applicable laws and regulations.

INSURANCE REQUIREMENTS

The selected Proposer, at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all the insurance requirements outlined in the Agreement. Certificates of Insurance, as required, shall be provided to the City within 10 days following the notice of award. Failure to timely provide the required Certificates of Insurance may result in withdrawal of the award.

Attachment A

STATEMENT OF WORK

OPERATIONAL STANDARDS

The successful Contractor will fulfill the following operational requirements:

- Compliance with NFPA 460 EDT 2024.
- Compliance with DCMA Document AR 95-20, as related to ARFF standards.
- Compliance with 14 CFR Part 139, where appropriate, with the understanding that the Airport does not have air carrier operations. The Airport does not have an Airport Certification Manual (ACM) and does not require any operational approvals of the FAA Administrator.
- Compliance with applicable FAA Advisory Circulars as related to ARFF standards.
- Compliance with any mutually agreed upon rules, regulations or guidelines for operation on or around the airfield.

All on-site contractor employees will be required to hold identification and always display the identification on the outermost layer of clothing when on-duty or on the airfield.

The Contractor shall develop reporting forms, such as training records, event logbooks and all other records relating to ARFF and operational functions. All attendance rosters should contain original signatures.

These records are to be kept on BRG premises and made readily available for inspection by BRG Management. The reports should include all accidents, incidents, safety inspections and any safety violations related to ARFF and services that support airport operations occurring at the BRG.

The Contractor should ensure that complete and proper reports are submitted as required by the City and its representatives.

The on-duty fire crew will assure that, upon receipt of notification of an emergency, the following tasks are accomplished, as necessary:

- Rescue operations
- Protection of exposures
- Containment of fire
- Notification of BRG management
- Securing of the scene if investigation by higher authority is required
- Preservation of the scene for investigatory purposes
- Completion of required reports
- Return the firefighting equipment to a state of readiness

Contractor will respond to all incidents and emergencies of any nature that may arise on the BRG property within the time limitations listed in NFPA 460. Scene activity will continue without interruption until the incident has been controlled, regardless of normally scheduled working hours, or holidays. The City will be notified either in person or by telephone when the situation is under control. The Contractor will honor the arrangements that the City has established with Federal, State, and Local authorities.

In the event an incident merits additional response beyond the on-duty personnel, mutual aid shall be requested and/or off-duty personnel may be called-in. The Senior ARFF Crewmember onsite will make that determination. This does not necessarily imply any additional financial obligation on the part of the City.

The Contractor recognizes that the City is subject to visits by Air Force inspectors and associated staff. The Contractor will extend all effort to communicate and cooperate with such personnel and understands that all official communication pertaining to the fire protection contract at the BRG will be transmitted through the City via the designated representative as specified in the SOPs.

At shift change each day, the Contractor will implement and utilize a system to pass on information concerning the previous shift, (e.g. safety and health hazards, new equipment, or procedures). Additionally, each duty member's personal protective clothing and equipment will be inspected to ensure readiness.

Perform other miscellaneous duties and tasks as directed by the City and its representative, which may be subject to the terms set forth in the Agreement. These tasks may include, but are not limited to, airfield pavement patrols and Foreign Object Debris removal. These tasks shall not interfere with the primary ARFF duties and responsibilities.

The Contractor will establish a policy to ensure that employees' volunteer and other paid activities do not conflict with the obligations, coverage requirements, response times and duties as set forth herein. During the term of the Agreement, under no circumstances shall any of the Contractor's employees perform any work (whether paid or not) at the Airport for any person or entity other than without the prior written consent of the City. The aforesaid policy shall be approved by the City before being placed into effect.

FACILITIES

The City will provide the Contractor with a 44'x50' metal building for housing the ARFF apparatus and personnel during duty hours. The building was previously used as an aircraft storage hangar. The building is available for viewing at any time with prior request and coordination. The building will have sufficient heat to maintain non-freezing temperatures in the building. An emergency generator will be provided to operate the door motor and essential building systems. The building does not have any plumbing or wet utility service.

The City shall provide any ARFF personnel office, lounge, standby, kitchen, food preparation, and living areas. The City will provide a parking area in close proximity to the ARFF building. All costs

associated with the maintenance, utilities and the office/lounge will be the responsibility of the City or as negotiated in the contract.

ARFF VEHICLES

The Proposer will disclose the acquisition or lease of ARFF apparatus for use at the BRG. The equipment shall meet the requirements as outlined in NFPA 460 for the described operations. It will be the responsibility of the proposer to maintain the vehicles in a ready state. Any routine maintenance/testing/certification will be the responsibility of the proposer.

ARFF VEHICLE EQUIPMENT

It will be the ultimate responsibility of the proposer to provide equipment and confirm everything is present to meet the NFPA 460 requirement.

ARFF PERSONNEL RESPONSIBILITIES

The Contractor will provide appropriately certified firefighters Monday through Friday from 12:45 - 13:15. This is per the NFPA requirements of fifteen (15) minutes before and after and on one weekend (Saturday and Sunday) per month to provide ARFF coverage of C-130 training missions performed by the Air Force. Occasionally, work hours may extend beyond normal duty hours to accommodate the needs of the Air Force training activity. Every effort will be made to provide as much notice as possible on events outside the normal hours.

The Contractor will work with the BRG Manager on-site to coordinate hours and overages. To the greatest extent possible, flex time will be used to shift hours within the month to avoid overages in hours worked. The Contractor should specify in the Proposal at what rate hourly overages will be billed when flex time cannot resolve the overages.

The Contractor will be responsible for all internal administrative matters such as scheduling, training, record-keeping, etc.

The Contractor will provide, as needed, a Senior-level fire professional to attend meetings or briefings at the BRG. As a norm, this is quarterly and can be an on-duty firefighter.

The Contractor will maintain a roster of employees and positions assigned to the BRG. A copy of a current roster will be supplied to the City anytime there is a personnel change.

The Contractor shall make corporate management personnel immediately available, via phone, to The City if needed, 24/7/365. Corporate management personnel will make periodic, onsite visits no less than semi-annually per contract year.

The Contractor shall immediately remove from duty any employee whom the City, through its designated BRG Manager or representative, deems not to be properly trained or is in any way deficient or delinquent in any of the terms and conditions of this Contract. Upon such removal, the

Contractor shall replace the removed employee with another qualified individual. At no time shall the staffing level be allowed to go below the required level as submitted in this proposal

No ARFF personnel shall report for duty while under the influence of alcohol or controlled substances.

All electronic or written documents and manuals (other than corporate and personnel sensitive and confidential information) developed shall be in a format acceptable to the City and are to become the property of the City.

The City reserves the right to inspect and audit the Contractor's records and performance at any time.

The Contractor and the City mutually agree to modify this Agreement for the purpose of adding staff in the future as the City determines is necessary. At that time the number of positions and individuals will be negotiated. Fees associated with additional personnel will be based on fees established during the RFP process.

PERSONNEL STANDARDS

The City desires competent and experienced personnel to be employed by the Contractor. The fire fighters staffing the Contract should, at a minimum, be complaint with the following NFPA Standards:

NFPA 1001 - Career Certified Only (No Volunteer Certifications)

NFPA 1002 - Driver/Operator (Pumper & ARFF)

NFPA 1003 - ARFF

NFPA 1021 - Officer I

NFPA 1041 - Instructor I

NFPA 472 - HazMat Tech

The Contractor should also have a portion of the personnel complaint with NFPA 1031:

ICS 100, 200, 700, 800

All Officer Level firefighters will also need:

ICS 300, 400

COMMUNICATIONS

It will be the responsibility of the City to provide equipment for on-site communication at the BRG. It will be necessary to provide a minimum of two (2) portable radios from the BRG Manager. The communication equipment should allow for clear communication between units from any point to any point on airport property. The type of equipment provided is at the discretion of the City, so long

as it meets the requirement and does not interfere with any existing communication equipment or aviation-related communication infrastructure at the BRG.

INSURANCE

The Contractor shall carry no less than the following insurance thresholds:

- Commercial General Liability- \$5,000,000-Five Million Dollars
- Automobile Liability-\$1,000,000 -One Million Dollars

The Contractor must also provide Workman's Compensation Insurance to all personnel supporting the BRG as negotiated in the contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor is to be an equal employment opportunity employer, dedicated to ensuring that all decisions regarding personnel are in accordance with the principles of equal employment opportunity.

HARASSMENT FREE WORKPLACE

The Contractor's policy is to maintain a work environment free from all forms of discrimination or harassment and to insist that all employees are treated with dignity, respect and courtesy.

FIT FOR DUTY REQUIREMENTS

All personnel will: (1) be certified as a pre-employment condition and thereafter by a physician as physically fit for duty; (2) be further certified by the Proposer as fit for duty as a result of having demonstrated their ability to meet the physical performance/agility requirements and (3) meet all pre-qualification training requirements.

The pre-employment and subsequent physicals will include a substance abuse test. Random drug testing may be done at the discretion of the Proposer.

MEDICAL REQUIREMENTS

The Contractor will ensure firefighters are certified by a physician as physically fit for duty. The Contractor will bear the costs of medical examinations, and will maintain appropriate records, which will be readily accessible and submitted to the City for audits upon request. Additionally, the Contractor will comply with all Occupational Safety and Health Administration (OSHA) requirements. Each employee will also be fit tested for respiratory protection devices per OSHA

requirements. No employee will begin shift work until he/she can complete the requirements of this OSHA standard and be medically cleared to wear a respirator.

PHYSICAL AGILITY

The Contractor will provide to the City the Contractor's physical fitness, training, agility, and annual testing program. As stated previously, criteria and proof of passing the fit for duty, agility, and annual exam will be provided to the City annually for each member listed on roster.

PHYSICAL APPEARANCE

All on-duty personnel should be dressed similarly in professional uniforms that are approved by the City.

TRAINING PROGRAM

The Contractor will develop, document, and implement a formal Fire Protection Training and Familiarization Program Plan for all personnel. Training programs will ensure that personnel are proficient in aircraft rescue and firefighting and specialized firefighting tactics (i.e., military aircraft, etc.) that fall under the standards of NFPA 406 Ed 2024.

AIRCRAFT FAMILIARIZATION

The City of Belen, through the United States Air Force, will provide, as available, military aircraft for use as a visual aid in aircraft familiarization training.

ADDITIONAL DUTIES

In addition to previously mentioned services, the Contractor will be expected to provide, but not limited to, the following services to the Airport

- Annual Fire Extinguisher Training
- Annual CPR/AED Training
- Monthly facility inspections
- Annual pre-fire plans
- Attend Safety Meetings as needed

TRAINING RECORDS AND PROFICIENCY & READINESS PROGRAM

The Contractor will keep computerized records of all training programs. All training will be documented on a training record and transferred to an individual training evaluation record. These

records will remain on-file at the Airport for as long as the individual is employed and will be available for review by the City or its representatives at any time. Files will include the following:

- Employee name and position
- Educational background, including fire science
- Special skills, registrations, or certifications
- Training level, e.g., Firefighter I, II, III, etc.
- Classes attended
- Subject scores attained
- All formalized and on-the-job training received as part of the ongoing fire department training program.

The Contractor will also provide a detailed firefighting proficiency and readiness program for the entire department that is overseen and approved by the Contractor's designated corporate representative. Proof of compliance with the program will be provided to the City as requested.

Exhibit #1

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 ending with EXHIBIT 3. The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than December 4, 2024.

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.

Exhibit #2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §13-1-191.1 (2006), any person 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 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, 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 the purpose of electing the official to either 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 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)

Exhibit# 3

RESIDENT VETERANS' 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 State Purchasing Division 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 NMSA 1978 §13-1-21 or §13-1-22, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division 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.

Exhibit 4

NON-DISCRIMINATION / NON-PREFERENTIAL TREATMENT FORM

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of the Agreement.

The City of Belen reserves the right to accept or reject all proposals in whole or in part.

I hereby affirm that I have not been in any agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to proposal at a fixed price or to refrain from proposing, or otherwise.

Proposers affirm they agree to comply with the City Airport Rules and Regulations.

PROPOSER _____

BY _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNED _____

TITLE _____

DATE _____