REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m., August 12, 2015 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RESTORATIVE JUSTICE

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office or Public Works Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **RESTORATIVE JUSTICE** Opening No. 2016-04 on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-04 Date Issued: 7-23-15

Published: Las Vegas Optic July 29, 2015
Albuquerque Journal: July 29, 2015
City of Las Vegas website: www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____)_____

FAX NUMBER (_____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S: **RESTORATIVE JUSTICE**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF_____}_
} ss COUNTY OF_____}

I,_____of lawful age, being of first duly sworn in oath, say that] am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this_____day of_____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: August 12, 20 15; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: August, 2015. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand comer, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

In signing their Proposal and Affidavit, the offeror certifies that he/she has not, either directly or in directly entered into action of restraint of free competition, in the connection with the submitted Proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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.

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

"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) _____

(The above fields are unlimited in size) _____

_____ _____
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)

REQUEST FOR PROPOSALS

As part of the Juvenile Justice Continuum Grant the City of Las Vegas is seeking Requests for Proposals for the following services which will ensure that the related goals, objectives and performance measures are achieved:

Juvenile Justice Continuum Grant Description:

Provide a continuum of graduated sanction services and alternative to detention services to juvenile offenders and youth at risk.

RESTORATIVE JUSTICE

Goal:

Divert youth who have committed a first or second misdemeanor offense from further involvement in the juvenile justice system.

Objective:

To provide restorative justice programming to youth up to age 18 in order to help them acknowledge their behavior and effects on those around them; identify alternate appropriate choices; and become accountable for their actions. Program activities include: assessments, offender circles, pre-conference sessions, victim offender mediation conferences, victim debriefing and reparation plans.

Performance Measures:

a. Number and demographics of youth referred to the program;
b. Number of youth who complete the assessment;
c. Number of youth who complete all required program activities;
d. Number of reparation plans completed; and
e. Number of victim satisfaction debriefings completed;

Requirements:

a. The program/s offered will be evidence-based and data driven and must show how at-risk children will be served;
b. Service Providers are required to provide data reports by the 3rd of every month to the JJC Grant coordinator;
c. Services Providers are required to match 40% of their contracted funds with either cash or in-kind services provided to the same program;
d. The provider/s must already have the appropriate certification and/or training to conduct services;
e. Service Providers must have experience working with youth and criminal justice issues; and

f. Service Providers are required to work closely with the Juvenile Probation office, members of CYFD, the Las Vegas Juvenile Justice Continuum Coordinator and the Las Vegas Juvenile Justice Continuum Board (LVJJCB) throughout the contract period.

Provider Responsibilities:

a. Recruiting and maintaining client load to meet the contract requirements;
b. Developing referral sources;
c. Implementing and managing a **Restorative Justice** program in the community;
d. Maintaining program budget and timely submission of invoices to the LVJJCB Coordinator;
e. Writing and timely submission of monthly, quarterly and year-end reports to the LVJJCB Coordinator;
f. Maintaining confidential client records and files as directed by CYFD and the LVJJCB and Coordinator;
g. Data collection and program evaluation, specific to recording accomplishments, achievements of outcomes, and performance measures;
h. Implementing, collecting client satisfaction surveys and sharing the results with the LVJJCB and Coordinator;
i. Collaborating with key stakeholders and diverse community agencies;
j. Presenting program updates to the LVJJCB 3 to 4 times per year; and
k. Providing participation rosters to the Chief Juvenile Probation Officer on a monthly basis and upon request;

Suggestion:

It is strongly suggested that the program/s offered be recognized as a best practices model by the OJJDP.

Advisement:
Service Providers are advised that the sub-contract award is subject to funding approval by the DFA and CYFD grant agreement between CYFD and the City of Las Vegas.

Term of Contract:

The term of the contract pending funding approval as per advisement above shall be July 1, 2015 to June 30, 2016 with the option for the City of Las Vegas to continue the contract for up to 4 additional fiscal years, depending on the needs of the community and funds availability.

Proposal Evaluation Criteria:

The following criteria shall be utilized by a committee made up of the Las Vegas Juvenile Justice Continuum Board and City of Las Vegas designees in evaluating proposals and selection of subcontractor(s) to provide a **Restorative Justice** program as per the RFP.

A. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

Content and Format of Proposal: Proposal should provide information to address the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform the work, technical approach to the services and references.

The format for proposals shall be a maximum of fifteen (15) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only 8 ½" x 11" paper and bound on the left margin. A transmittal letter of any type will be included in the fifteen (15) page limit. No other material is to be included.

Submittal of Proposal: Seven (7) copies of the Proposal must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701 no later than time and date specified on Legal advertisement. Sealed proposal envelopes shall be clearly marked "**RESTORATIVE JUSTICE**, RFP NO. _____ on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposal.

RANKING CRITERIA: The Committee will utilize a technical advisory team made up of Committee members to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

The following criteria shall be utilized by a committee made up of the Las Vegas Juvenile Justice Continuum Board and City of Las Vegas designees in evaluating proposals and selection of subcontractor(s) to provide a **RESTORATIVE JUSTICE** as per the RFP:

	Maximum	Actual
Service Components and Design - Describe in detail, the proposed activities and services to be provided. Describe the methodology, including the overall goals, objectives and strategies of the project. Include a flow chart of how the clients will receive services and how client needs will be assessed and how the services meet those needs. Show how the program is a "best practices model" (preferably acknowledged by the OJJDP). Provide a client recruitment plan and community awareness plan. Limit 2 pages + flow chart.	30 points	
Ability to Provide Services – Describe in detail how the provider and its designees are qualified to deliver the program and provide services (include all staff that will help to carry out services). The description should	30 Points	

include experience, training and certification in a **Family Centered Substance, Violence Prevention and Early Intervention Program** and experience working with youth and criminal justice issues. Experience managing budgets, including invoicing. Limit 1 page + copies of certifications.		
Program Evaluation – Describe how performance will be measured, specific to recording of accomplishments, achievement of outcomes, performance measures, and data collection. Include tools that will be used. Limit 1 page + evaluation tools.	20 Points	
20 Points - Budget – Provide a detailed line-item budget for all costs associated with the proposed program. Project the total cost per participant (unit based) for the services to be provided by dividing the total amount of funds requested by the unduplicated number of individual participants to be served. Limit 1 page.	20 Points	
Total	100	

B. CONTRACTUAL TERMS

The following contractual terms will be included in any Contract entered into by the Las Vegas Juvenile Justice Continuum Board and the consultant selected.

1. Fees Schedule

   A fee schedule outlining the consultant's hourly rate will be negotiated with the consultant and will be made part of the Agreement by Exhibit "A" (see attached example).

2. Term

   The term of this Agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Ninety (90) days prior to the end of each year of the Agreement, the City may, without stating a cause, give notice of its intention to terminate the contract.

3. Termination

   This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of

termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice requirement shall be shortened only upon a written agreement by the two parties. However, should the Consultant default in the Contract, the City retains the right to terminate this agreement immediately.

4. Timeliness

All work shall be performed in a timely manner, as requested.

5. Communication with the City of Las Vegas

The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

6. Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

7. Assignablility

The Consultant shall not assign, sublet or transfer their interests in the Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to insure that the work is performed satisfactorily.

8. Scope of Contract

This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract and all such agreements, covenants or understandings, oral or written, of the parties of their agents shall not be valid or enforceable, unless embodied into this Contract.

9. Amendment

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

10. Authority to Bind the City

The consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

11. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivery to the Consultant's address.

12. Subject to other Documents

This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist and the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

13. Conflict of Interest

The Consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

14. Method of Payment

The Consultant shall submit an itemized monthly statement of work performed on behalf of the City, to the Community Development Department, as outlined herein. The City will then make payment by the 15th of the following month. (See Exhibit "A").

15. Binding Effect

This Agreement shall be binding upon the heirs, personal representatives, assignees and successors in interest of the parties hereto.

16. Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

C. DATE OF RECEIPT OF PROPOSALS

Proposals pursuant to this Request for Proposals must be received at the location and before the date and time given in the advertisement.

D. FORMAT FOR CONSULTANT SERVICES PROPOSALS

1. Maximum of fifteen (15) pages, including title, index to include the front and back cover.
2. Bound on the left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of the sheet only.

5. Seven (7) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
7. No other material to be included.

E. ENVELOPES

Sealed proposal envelopes shall be clearly marked "**RESTORATIVE JUSTICE**" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposals.

F. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for the proposals. The proposal will be ranked by a committee of at least three (3). It is anticipated that ranking will be completed by _____, 2014. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offerors and will not negotiate with lower ranked offerors unless negotiations with the higher ranked offerors have been unsuccessful and have been terminated.

G. COST OF PREPARING AND SUBMITTING PROPOSALS

The City will not pay for any costs associated with the preparation or submission of proposals.

(SUBMIT PROPOSAL WITH ALL COPIES OF THESE PROPOSAL CLAUSES)

*These will not be considered as part of the 15 page limit.

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:

Offeror:_____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - RESTORATIVE JUSTICE		
1. Service Components and Design	30	
2. Ability to Provide Services	30	
3. Program Evaluation	20	
4. Budget	20	
SUBTOTAL PLANNING & DESIGN SERVICES	**100**	

5. Seven (7) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
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