

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, May 26, 2022, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**ANIMAL SHELTER MANAGEMENT & OPERATIONS SERVICES**

Proposal Forms and Specifications may be obtained from the following location:  
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **ANIMAL SHELTER MANAGEMENT & OPERATIONS SERVICES** Opening No. 2022-26; on the lower left-hand corner 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,  
Leo Maestas  
LEO J. MAESTAS, CITY MANAGER

Scott Aaron  
SCOTT AARON, CITY ATTORNEY

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Dominic Chavez 4/27/2022  
DOMINIC CHAVEZ, DEPUTY FINANCE DIRECTOR

Helen Vigil  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2022-26

Date Issued: April 29, 2022

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**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): **ANIMAL SHELTER MANAGEMENT & OPERATIONS SERVICES**  
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ state under penalty of perjury that I am at least 18 years old, and am of 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: \_\_\_\_\_

## AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

## TIMETABLE

Proposal 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: May 26, 2022; 2:00 am/pm, at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 2022.  
The successful offeror will be notified by mail.

## ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

## COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

## LABELS

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

## BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and 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 state 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 the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in 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 the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates 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 scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. 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 Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

## SPECIAL NOTICE

Proposals 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 proposals 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. Negotiations of price will be done after all evaluation criteria have been met.

## 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.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time 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.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR ANIMAL SHELTER MANAGEMENT & OPERATIONS SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for Animal Shelter Management & Operations Services as defined in the scope of work.

### **I. Purpose and Scope of Work**

The City of Las Vegas (“City”) seeks proposals from qualified offerors to provide animal shelter management and operations services for the City. The City will enter into a contract with the offeror selected by the City, for the purpose of the offeror providing and operating such animal control shelter, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to receive, maintain, care for and provide for the appropriate disposition of, as deemed necessary in the sole discretion of the City, all domestic animals that come within the legal animal control authority of the City. Such duties would include a lost and found service, adoption service, reception and assistance, education program, computer- based accounting for all animals entering and exiting the shelter, maintain records for euthanasia, adoptions, drugs and medicines, maintain financial records on revenues and expenditures to be quarterly provided to the City, building security, ensure building and ground maintenance, and compliance with all applicable laws, regulations and ordinances, including without limitation NMAC 16.24.7. Such duties would also include receiving and evaluating animals pursuant to City policy and direction, health and evaluation of animal condition, clean kennels and cages, clean and disinfect shelter premises, provide grooming, flea and tick control, rodent control, provide euthanasia and cremation, carcass storage and removal, animal exercise, and other duties under the direction of the City Council and City Manager. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

### **II. Background and Objectives**

The City has approximately 13,000 residents and is governed by a home-rule charter. As part of its purpose of protecting the health, welfare and safety of its citizens, it maintains animal control services. The City owns an existing facility which may be rented by the selected offeror, which has been used as an animal shelter, and is located next to City Hall. Animal control services are provided by City-employed officers, who currently operate



under the direction of the City's police department. Due to the anti-donation clause of the New Mexico state constitution, the City is prevented from providing without cost its animal shelter facility, utilities, maintenance, or any other City asset or resource, to the offeror. Should the offeror desire to rent the City's animal shelter facility, the offeror shall include in its RFP response a reasonable market price for the rental of the City's animal shelter facility.

### **III. Minimum Qualifications**

Offerors must meet the following minimum qualifications to be selected pursuant to this solicitation:

A. Must demonstrate the ability to commence shelter operations upon award of a contract. Proposals shall provide an implementation timeline or schedule that conforms with the requirements of this RFP.

B. A minimum of 5 years' demonstrated experience in housing and caring for dogs and cats in a setting other than as a pet in the home.

C. Must demonstrate financial stability, and an ability to finance the required animal shelter management and operations services. Offerors must provide a statement describing the method that will be used to finance the proposed operation.

D. Ability to establish and maintain positive working relationships with the City, its Council, staff and City residents. Ability to accept and quickly implement directives from City Council and City Manager.

E. Ability to obtain the required insurance as stated in this RFP.

F. At the time of submittal of a proposal, the offeror must have, and maintain so long as the contract is in effect, a current New Mexico state business identifier number, a City issued business registration, and be in good standing with the New Mexico Secretary of State's office, insurance coverage for the offeror's employees working in the City, and any other license required by the State of New Mexico for the services proposed.

G. The City shall also examine the offeror for responsibility. Responsibility shall include, without limitation, that the offeror has successfully provided similar services to those described in this RFP within the past 5 years, can demonstrate a history of financial stability, including providing the City with a copy of all its financial records for the past 5 years, and that the agents and employees of the offeror shall not have been convicted of any crime in the past 5 years.

H. Ability to rent and maintain a facility location, and all utilities and services, that can sufficiently meet the needs as described in this document.

I. Any proposal selected must demonstrate ownership of shelter facilities, or a leasehold interest in shelter facilities, for the term of any contract that explicitly allows the leased premises to be used as anticipated herein.

J. The City reserves the right to request any additional information it desires or deems necessary to determine responsibility of any offeror.

#### **IV. Scope of work**

The following is a listing of the requirements of this request for proposal. The offer to provide animal shelter management and operations services should address each section of this scope of work, specifying how the offeror intends to meet the matter and the proposed method of compensation.

A. Shelter services. Provide and operate such animal control shelter, including all buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal authority of the City. Under the direction of the City, receive and evaluate animals, feed, provide water, medical attention, health and condition evaluation, administer medicine, clean kennels and cages, clean and disinfect shelter premises, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia, carcass body storage and removal, and animal exercise. The City shall set the maximum capacity limit and maximum length of stay for the shelter, and the offeror shall guarantee that the population of the shelter shall not, at any time for any reason, exceed the maximum capacity limit and that each animal shall not exceed the maximum length of stay.

B. Standards of care. Except as otherwise directed by the City Council or City Manager, where applicable within this scope of work, the offerors standards of care shall follow the *Guidelines for Standards of Care in Animal Shelters – 2010* by the Association of Shelter Veterinarians, as recommended by the Humane Society of the United States.

C. Hours of operation. The shelter shall be open and staffed a minimum of 8 hours per day, beginning at 8:00am, 6 days a week (excluding City-approved holidays), for adoptions and public redemption, to include evening hours after 5:00pm on at least 2 weekdays (Monday through Thursday), as well as at any times as necessary or directed by the City Manager for surrender by entities approved in writing by the City. The offeror shall specify hours of proposed operation on a schedule to be considered and approved by the City. The shelter shall be available from 8:00am to 5:00pm, Monday through Friday (at a minimum), for acceptance of animals by the City animal control officer(s) or other law enforcement personnel as authorized in writing by the City. Offeror shall provide after-hours access to the shelter

facility, which shall be available to City- approved law enforcement and animal control personnel 24 hours per day, 7 days per week, 365 days per year. The offeror shall detail how this would be accomplished.

D. After-hour calls. The offeror shall be available to respond to after-hour calls for service from the City's law enforcement and animal control personnel. The offeror shall state how this would be accomplished, and provide their estimate of response time.

E. Condition of shelter. The shelter facility shall be maintained in a clean and sanitary condition. Animals shall be provided adequate housing, food and water, emergency medical attention, health and condition evaluation, preventative medicine, and clean kennels and cages. Other procedures to be followed with include receiving and evaluating animals, clean and disinfect the premises, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia and carcass cremation, carcass storage and removal, and animal exercise. To ensure the health of the animals, the shelter shall not be permitted to operate at a capacity or in a manner exceeding the limits determined in the sole discretion of the City Council. The Offeror shall provide a statement with its RFP response, that is signed under oath and penalty of perjury, which binds the Offeror by stating the Offeror, for as long as the Offeror provides animal-related services to the City, shall accept and immediately implement the active population management directives as given by the City Council and Offeror shall never refuse, and shall always accept, animals from the City, its law enforcement and animal control personnel, and any other entity that the City designates in writing. Offeror shall include in their proposal procedures for accepting animals when the shelter is at capacity.

F. Exercise of animals. Pursuant to NMAC 16.24.7.8(B), Offeror shall incorporate a program that will provide for the exercising of animals as appropriate (dogs on a leash, interaction with cats) and describe the manner that such a program would be implemented.

G. Euthanasia and cremation of animals. The costs for euthanasia of animals shall be the sole responsibility of the offeror. The City shall set the policy regarding euthanasia and cremation, and the offeror, as a condition to accepting the contract, shall affirm under penalty of perjury that offeror shall strictly adhere to the City's euthanasia and cremation directives.

H. Un-adopted animals. Offeror shall agree to allow unadopted animals to be gifted to a bona fide animal care or rescue organization that accepts unadopted and/or unadoptable animals. In order to adhere to the City Council's population management directives and shelter maximum capacity limits as set in the City Council's sole discretion, animals which offeror is not able to adopt out, gift or otherwise remove from the shelter premises, shall be euthanized.

I. Veterinary services. Offeror shall provide humane treatment of all domestic animals while in the shelter, provide basic first aid services, including licensed veterinary care, for all

such and injured animals, at offeror's sole expense.

J. Return to owner. It shall be the offeror's sole responsibility to make every effort to identify and promptly attempt to notify the owner of any animal taken into custody.

K. Scanning for microchips. Every effort shall be made to locate the owner of animals. Offeror shall equip the shelter with universal scanners in order to check for the presence of a microchip in each animal received at the shelter.

L. Adoption. The offeror shall be responsible for making every effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered. The offeror shall detail the process it shall use to determine whether an animal is suitable for adoption.

M. Disposal of animals. Offeror shall be responsible for any costs associated with the disposal and/or cremation of animals. Offeror shall comply with all applicable state and federal laws, and City ordinances, regarding the disposal of animal remains, and will identify the manner that this would be accomplished.

N. Fees. Offeror shall not collect any fees connected with any services it provides at the shelter. The City shall collect all monies related to any activities of offeror at the shelter.

O. Audit, records and reports. Offeror shall provide to the City Manager monthly reports of all income and expenditures. Offeror shall provide a monthly accounting of incoming and outgoing animals including the disposition of the same, no later than the 15<sup>th</sup> day following each consecutive month. The offeror shall maintain books, records and documents, which sufficiently and properly record all direct and indirect costs related to operations, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting to the City. Such records shall be subject at all times to inspection, review or audit by the City or its authorized agent, the State of New Mexico auditors, or other officials authorized to monitor a contract for offeror's services. The offeror shall keep such records separate from any other jurisdictional records to whom the offeror may provide services.

P. Shelter operating costs. The operating costs for the shelter shall be the sole responsibility of the offeror.

Q. Spay/neuter. The City recognizes that long-term solutions to excess animal populations involve the spaying and neutering of animals. The proposal should include a methodology for the implementation of such a program and identify the cost for such.

R. Partnering. Offeror shall not partner or subcontract any portion of its services without the

prior written approval of the City Council.

S. Other. The shelter facility will include all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter operations services, as may be necessary to properly receive, maintain, care for, exercise and provide for the appropriate disposition (in the sole discretion of the City Council and/or City Manager) of all domestic animals that come within the legal control of the City. The facilities must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The shelter shall provide for proper separation of animals by health, status, age, gender, species, temperament, and predator-prey status. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, and quarantine facilities for biters or injured animals which are not necessarily sick. The shelter shall be maintained in a clean and sanitary condition and the selected offeror shall not permit any condition to exist which might constitute a nuisance. The facility shall be at all times in conformance with local zoning regulations and comply with all federal, state and local laws and regulations. The shelter shall not be filled beyond its designed capacity, and shall be of sufficient size to provide for the needs of the City. The City shall reserve the right to inspect any and all shelter facilities prior to awarding any contract, and at any time during the term of any contract.

## **V. Insurance**

Offeror shall provide insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the offeror, its agents, representatives or employees.

A. Minimum scope of insurance. Offeror shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles.
2. Commercial general liability insurance to cover liability arising from premises, operations, independent contractors, invitees, volunteers and personal injury. The City shall be named as an additional insured under the commercial general liability insurance policy.
3. Worker's compensation coverage as required by the State of New Mexico.
4. Officers and directors' insurance appropriate for the offeror's profession.

B. Minimal amounts of insurance. Offeror shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.

2. Commercial general liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products- completed operations aggregate limit.
3. Officers and directors' insurance shall be written with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

C. Other insurance provisions. The insurance policies are to contain, or be endorsed to contain that offeror's insurance shall be endorsed to state that coverage shall not be cancelled or reduced by either party, except only after written agreement of the City and offeror. Offeror shall furnish the City with original certificates including, without limitation, the additional insured endorsement, evidencing the insurance requirements of the offeror prior to the commencement of any work within the City.

## 2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

2.1 Content and Format of Proposal: Proposals should provide information that addresses 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 work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) 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", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"ANIMAL SHELTER MANAGEMENT & OPERATIONS SERVICES"** 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 may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror's familiarity with the area the project may be located and the system to which the work pertains.

5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

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

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

#### **5.2 INSURANCE CERTIFICATE**

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### **6. INSTRUCTIONS TO OFFEROR**

#### **6.1. REQUEST FOR PROPOSAL DOCUMENTS**

##### **6.1.1 Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained from the City.

- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

#### 6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

#### 6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

### 6.2 PROPOSAL SUBMITTAL PROCEDURES

#### 6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name



and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
  9. Contractors Bonds (if applicable)
    - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
  - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept

confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.

- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

#### 6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

#### 6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

#### 6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### 6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the

federal, state and local requirements, which are a part of these Requests for Proposals.

- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### 6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### 7. CONSIDERATION OF PROPOSALS

#### 7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### 7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

### 7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

### 7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## **8. POST PROPOSAL INFORMATION**

### **8.1 PROTESTS**

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

## **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

## **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.

- e. *Request for Proposals*: or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer’s financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

#### 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror’s proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

#### 12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *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.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *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.
- g. *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.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an

additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.

- l. *Method of Payment:* The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *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 or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *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 at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *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, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.



- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

**EVALUATION SHEET**

**Evaluators Name:**

**Offerors Name:**

Proposal must address each of the following criteria to receive points.

| <b>Item</b>  | <b>Possible Points</b> | <b>Points Awarded</b> |
|--|------------------------|-----------------------|
| <p><b>1. Specialized Services as defined in the Scope of work.</b></p> <p>Has the offeror performed services of this nature?</p> <p>Never (0 points)</p> <p>Occasionally (5-15 points)</p> <p>Numerous (16-30 points)</p>  | 30                     |                       |
| <p><b>2. Capacity and Capability</b></p> <p>Does the firm have the staff and experience?</p> <p>Minimum employees no previous experience, qualification or certifications (0 points)</p> <p>Few employees, Organization's structure is not clear and could be improved, experience, qualifications and certifications are at a minimum standard (1-5 points)</p> <p>Several employees, Clear Organizational structure, experience, qualifications and certifications (6-15 points)</p> | 15                     |                       |
| <p><b>3. Past Record and Performance</b></p> <p>Issues on 50% or more projects (0-5 points)</p> <p>Issues on 25%-50% of projects (5-10 points)</p> <p>Few issues on rare projects (10-15 points)</p> <p>No issues on any project (15 points)</p>   | 15                     |                       |

|   |                   |  |
|---|-------------------|--|
| <p>4. Familiarity with City of Las Vegas and related services</p> <p>No similar projects with CLV (0 points)</p> <p>1-2 projects with CLV (5-10 points)</p> <p>3-5 projects with CLV (11-15 points)</p> <p>5-10 projects with CLV (16-19 points)</p> <p>More than 10 projects with CLV (20 points)</p>  | 20                |  |
| <p>5. Current volume of work with City of Las Vegas</p> <p>Contractor has 75% or more of ALL the projects currently with the city and are less than 75% complete. (0 points)</p> <p>Contractor has 50%-75% of ALL the projects currently with the city and are less than 75% complete. 1-4 points</p> <p>Contractor has 25%-50% of ALL the projects currently with the city and are less than 75% complete. (5-9 points)</p> <p>Currently no projects with the CLV or all projects with the city are over 75% complete. (10 points)</p> | 10                |  |
| <p>6. Resident / Veterans Preference (points cumulative up to 10)</p> <p>Has a Resident or Veteran Contractor Certificate issued by the NM Tax &amp; Rev dpt. Must be included in the package (5 points)</p> <p>Local (CLV) business (3 points)</p> <p>Local (CLV) subcontractors (3 points)</p>  | <u>10</u>         |  |
| <p><b>Subtotal Proposals for Scope of Services</b></p>  | <b><u>100</u></b> |  |