

City of Gallup, New Mexico
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

SECURITY GUARD SERVICES FOR THE CITY OF GALLUP

RFP NO. 2013/2014/04/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE: Thursday, February 6, 2014

TIME: 2:00 PM (LOCAL)

PREPARED BY:

CITY OF GALLUP
PURCHASING DEPARTMENT

ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2013/2014/04/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

SECURITY GUARD SERVICES FOR THE CITY OF GALLUP

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Ronald Caviggia, Purchasing Director at (505) 863-1235. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M.** (*LOCAL TIME*) on **February 6, 2014** , when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated the 2nd of January, 2014

By: /S/ Jackie McKinney, Mayor

TABLE OF CONTENTS

ADVERTISEMENT FOR PROPOSALS.....	2
ACKNOWLEDGEMENT OF RECEIPT OF PROPOSALS.....	4
I.GENERAL CONDITIONS.....	5
II. SUPPLEMENTAL TERMS AND CONDITIONS.....	11
III. SCOPE OF WORK.....	14
IV. SERVICE.....	14
V. RESPONSIBILITIES	15
VI. INSURANCE	19
VII. PAYMENT	20
VIII. MANDATORY QUALIFICATIONS	20
VIII. CONTRACT PERIOD	21
X. POINTS OF CONTACT	21
XI. COST PROPOSAL	22
XII. RESPONSE FORMAT AND ORGANIZATION	23
XIII. PROPOSAL EVALUATION AND CRITERIA	24
Evaluation Criteria	25
Application of State of NM Resident Business or Resident Veteran’s Business	26
XIII. ORAL PRESENTATION	27
XV. PROPOSED SCHEDULE	27
Resident Veteran’s Preference	28
Letter of Transmittal	29
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	30

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2013/2014/04/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of 31 pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **January 23, 2014**. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM DOES DOES NOT (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form to: City of Gallup Purchasing Department
Ronald M. Caviggia
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax
rcaviggia@gallupnm.gov

Please return this form by January 23, 2014

City of Gallup

RFP No. 2013/2014/04/P

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for Security Guard Services for the City of Gallup.

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until February 6, 2014, 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return 5 copies of each proposal- one (1) original and 4 copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the city unless the specifications state that no substitutions or equivalents are allowed. If the bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

COMPETENCY OF OFFEROR: Proposals will be considered only from firms who can provide evidence that they have established type of services described in the RFP documents, and have a minimum of a satisfactory record of performance of one (1) years in Security Guard Services and integrity to insure they can execute the requirements as stated herein. The City may make such investigation it deems necessary to determine the ability of the proposer to perform the work any determination as to competency shall be made by the appropriate City staff. Any proposal which is incomplete, irregular, or accompanied by an insufficient documentation may be rejected.

The City of Gallup also reserves the right to reject the proposal who has previously failed to perform properly, including inferior materials, workmanship, or attempts to use substandard equipment, excessive inspection caused to the project to insure good workmanship, or poor construction methods, or failure to complete on time a contract of similar nature, or the proposal who is not in a position to perform the work governed by the contract.

The work performed shall comply with all requirements of Federal, State or City regulations.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Contractor will supply the City with invoice for payment.

No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the contractor from corrections of the defects. Invoices submitted after the fiscal contract period will not be considered for payment.

The final acceptance shall not be binding upon the City, or conclusive, should it be subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be property furnished in accordance with the specifications (drawings, if any) at the cost and expense of the contractor.

The hourly labor rate provided in the proposal shall include full compensation for labor, equipment, use,

travel time, mileage, insurance and overhead and other costs to the bidder excluding tax and freight.

VISIT SITE OF WORK: All Offerors **should** visit the sites of the work and to familiarize themselves with the difficulties involved with the Scope of Work. Failure to do so is entirely the risk of the contractor and will not be a recognized as a basis or claim for extra compensation.

INSPECTION: The City of Gallup and/or any duly authorized inspectors shall at all times have the right to inspect and approve the work and materials.

CODE COMPLIANCE: Complete installation must meet Federal, State, and local laws, code compliance. Complete installation must meet federal, state and local laws, codes and regulations.

CONTRACT PERIOD: The period of the contract will begin on a date fixed on Notice of Award through June 30, 2014, with the option to extend for three (3) each additional one-year terms based on the same terms and conditions.

PERMITS AND LICENSES: Contractor shall be licensed in New Mexico for the work required. All other permits or licenses required shall be the responsibility of the contractor and at the contractor's expense.

The contractor agrees that he/she is fully responsible to the owner for the acts and omissions of his/her employees and or persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the owner.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, religion, national origin or ancestry, disability, age, gender, Vietnam era or disabled veteran status, sexual orientation or medical condition or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and ordinances regarding employment practices and A.D.A. requirements.

TAXES: The proposal total shall exclude all applicable taxes, unless otherwise stated. The City will pay any taxes due on the contract based upon billing submitted by the contractor, the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.

FORMS COMPLETION: All forms must submitted must be typewritten or written in ink.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices. In the case of a discrepancy between written numbers and figures, the amount written in words shall govern.

INFORMATION: If clarification is needed on any part of the RFP, contact Joann M. Schmaltz, Facility Manager, P.O. Box 1270, Gallup, NM 87305; (505)726-2616 or (505) 726-7516 (Fax); JSCHMALTZ@GALLUPNM.GOV (E-mail). Questions submitted after January 23, 2014 may not be addressed.

ADDENDA/AMENDMENTS: If any questions or responses required revision to the solicitation as originally published, such revisions will be by formal amendment only to known contractors of record. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written presentation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office or designee for a determination as to whether any representation made requires that an amendment be issued, contact Joann M. Schmaltz, City of Gallup Facility Manager, P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 726-2616; (505) 726-7516 (fax); jschmaltz@gallupnm.gov **who shall be the sole point of contact for this RFP.**

MODIFICATIONS: The City reserves the right to waive minor informalities, irregularities or technicalities or technicalities in the RPF. The City will be the sole entity to determine the acceptance or non-acceptance of any modification or deviation. RFP responses already submitted to the City Purchase Department may be withdrawn or modified prior to the time set for deadline by delivering written or telegraphic notice to the Purchasing department.

AWARD: The award, if made, shall be made to the lowest responsible offeror submitting a responsive proposal that is most advantageous to the City of Gallup and the public it represents. The City has the option to delete or add buildings to the list any time during the contract period. .

The City reserves the right to reject any or all offers, to waive minor technicalities or irregularities and to accept the proposal it deems to be in the best interest of the city. Offers may be rejected for among other reasons:

- Offers containing any irregularities
- Unbalanced valued of any items
- Reason for believing collusion exists among the offerors
- The Offeror being interested in any litigation against the City
- The Offeror being in arrears on any existing contract or having defaulted on a previous contract, or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction, or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work award.

PROJECT ERRORS: Offerors will promptly notify the City of Gallup of any ambiguity, inconsistency or error they may discover upon examination for the RFP documents or the site and local conditions.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation in addition; the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

SUBMITTALS: The City of Gallup reserves the right to reject the proposal of an offeror who has previously failed to perform properly, including inferior materials, workmanship, or attempts to use substandard equipment, excessive inspection caused to the project to insure good workmanship, or poor construction methods, or failure to complete on time a contract of similar nature, or the proposal of a offeror who is not in a position to perform the work governed by the contract.

The work performed shall comply with all requirements of federal, state or city regulations.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

PREFERENCES: A preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business in accordance with the State of New Mexico Resident Business Statute.

A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico resident business or veteran's resident business bidder's certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Forms and Publications" and click on "Recently Updated". **You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.**

PROTESTS: Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest, and the relief requested.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

BUSINESS LICENSE AND BONDING: Offeror's are advised that they must have or obtain a current City of Gallup Business License for the goods or services required under this contract before work commences or a Purchase Order issued.

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

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

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

CONTACT: For questions or clarification regarding any aspect of this proposal, submit the questions in writing to: Joann M. Schmaltz, City of Gallup Facility Manager, Office; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 726-2616; (505) 726-7516 (fax); jschmaltz@gallupnm.gov who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions must be submitted no later than 14 days prior to the date set for opening of proposals. Questions submitted after January 23, 2014 may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

CONFLICT OF INTEREST: Offeror 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 service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible no later than January 23, 2014. Only potential offerors who return this form will receive copies of amendments and correspondence.

APPLICABLE LAW: This proposal and Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

RFP DOCUMENTS: RFP documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify offerors of record of amendments/addenda that are issued. If you are not an offeror of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the written document, the written document shall prevail.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each proposal in order to be considered for the in-state preference.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Business preference a copy of the Certificate must be included with each proposal as per Sections 13-1-22 (A) NMSA 1978.

For additional information please call 505-827-0951, or to download applications log on at:
WWW.TAX.NEWMEXICO.GOV , select "Forms and Publications" and click on "Recently updated".

III. SCOPE OF WORK

The City of Gallup, New Mexico is soliciting Proposals for the right and privilege of contracting services for Security Guard(s) at City Hall. Other services may be required at the El Morro Theatre, Veterans Park, Sports Complex and Red Rock Park. Contractor shall be able to provide Level I, Level II and Level III guards as requested by the City. It is anticipated that most facilities will require Level II security guards.

Note: Other City of Gallup Facilities may be added during this contract.

IV. SERVICE

A. The Contractor shall perform security guard services at City Hall. Additional services may be required at the following designated location(s):

1. City Hall, 110 West Aztec Ave., Gallup, NM 87301
2. El Morro Theatre, 207 West Coal Ave., Gallup, NM 87301
3. Veterans Park Complex (Ford Canyon), 1007 E. Buena Vista Ave., Gallup, NM 87301
4. Sports Complex, 925 Park Ave., Gallup, NM 87301
5. Red Rock Park, 5757 Red Rock Park Drive, Gallup, NM 87301

B. The Contractor shall perform all necessary duties, at the designated location(s).

1. The Contractor to provide uniformed, unarmed (unless otherwise requested), and badged security guard as directed by Manager of the facility, at the hours and times as may be scheduled by the City.
2. The Guard(s) shall check in with the site Facility Manager upon arrival and obtain any special instructions.
3. The Guard(s) shall provide general security services, including checks for Alcohol, Smoking, Drugs or other Illegal Activities and escort violators off the premises and/or call police.
4. In addition, Contractor shall provide reports for incidents that may occur while on duty.

C. Dates and Times of Service

1. Security Guards II will report to City Hall 110 West Aztec, Gallup, NM at 7:45 a.m. and depart at 5:15 p.m. with a staggered one hour lunch, totaling 8 ½ hours daily, Monday through Friday, except holidays and weekends, approximately 2252.50 hours per year. Dates and times will vary with other facilities and will be scheduled by building(s).

Security Guard I services for the Parks Department will be required at Veteran's Park Complex (Ford Canyon Park), approximately April to the end of July, Monday through Friday, 5 p.m. to 11 p.m., estimated 540 hours; Sports Complex, 925 Park Ave., Gallup, NM approximately April to September, Monday through Friday, 5 p.m. to 11 p.m., estimated 810 hours. These months, dates and times are subject to change.

2. The City may ask Contractor to provide additional security services for various events to be held at the same or other locations. The City shall provide sufficient notice as to the number of guards and dates and times required.

V. RESPONSIBILITIES

A. Contractor Personnel/Employees

1. Contractor must be licensed, registered and bonded in the State of New Mexico at the time of the response of the RFP and to utilize authorized, bonded, unarmed guards (unless otherwise requested). Guards are to possess a valid vehicle operator's license issued by the State of New Mexico.
 - a. Minimum 18 years of age.
2. Prior to commencing services the Security Guard(s) to be provided under this proposal must have cleared a "Criminal Background Check" provided by the City of Gallup, and a "Drug and Alcohol Test" will be conducted at the Contractor's expense and provide results to the City of Gallup for potential Security Guards who will be responsible to carry out these services. The City of Gallup may conduct a statewide DPS criminal background check on any or all Contractor's permanent and/or temporary security guards and/or supervisors/owners that may be assigned to work on City of Gallup sites and/or involved in the response of this solicitation prior to beginning work and/or during the term of the contract.
3. Contractor is an independent contractor and no employee or agent of the Contract shall be deemed for any reason to be an employee or agent of the City of Gallup.
4. Upon award, Contractor will supply the City of the names of specific representative who will have the have responsibility and authority to assist the City and/or Contract administrator in resolving day-to-day issues.
5. A normal work schedule for City Hall is Monday through Friday, no less than eight and one-half (8 ½) hour shifts, except weekends and holidays. Other schedules for other facilities may be required by the City of Gallup, in these cases, the selected Contractor must meet the city's needs (more or less than (8 1/2) hour shifts. In addition, week days and/or twenty-four hour, seven day(s) a week schedules may be required at some time during this contract. Security Guards shall not be allowed to work more than ten (10) consecutive hours per shift.
6. Security Guards to be assigned must be fluent in the English language. Bi-Lingual languages are advantages to this contract.
7. Contractor must provide certification of any replacement/new security guards prior to assigning such guards to any City of Gallup facility(ies).
8. Contractor shall be a company engaged in the business of providing security guard service for a minimum of one (1) year. Contractor must be agency licensed, bonded by the State of New Mexico that regulates this type of work and shall be in good standing with the NM Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local state and federal requirement.

9. Contractor must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with the State authority. Contractor shall also be required to provide proof of proper licensing for all security guards to be assigned to provide security guard service to the City of Gallup and its facilities. Contractor must provide certification of any replacement/new security guards prior to assigning such guards to any City facility(ies).

The Contractor shall submit three (3) references which shall include name, point of contact, telephone number, and dates services were performed.

10. It shall be the responsibility of the contract to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated city of Gallup facility(ies).
11. Neither the contractor nor his/her employees engaged in providing security guard service(s) to the City of Gallup facilities shall be considered employees of the City of Gallup. Furthermore, the Contractors' Employees are not entitled to use of certain facilities and/or equipment (ie., City Fleet Units, All Terrain Vehicles, Golf Carts, Telephones, Computers, Employee Lounges, etc.) Any facilities and/or equipment abuse shall not be tolerated under any circumstances.
12. It shall be the responsibility of the awarded contractor to meet with each City Department requesting security guard service(s) to determine the needs of the department. The Contractor in conjunction with each individual department shall develop requirements for that department, approved by each respective department, to be provided to each security guard respectively. The Contractor shall provide proper orientation and training to the security guard(s) to be assigned to each department. The Contractor shall provide each security guard with a written list of the department's requirements prior to having the security guard report to their assigned location. Contractor shall demonstrate due diligence to keep the same designated security guards at the various sites for the duration of the contract. In the event, that new security guard(s) is/are assigned to a department the contractor must provide proper orientation and training. The department must be notified prior to sending over new/replacement Security Guard(s).
13. The method and manner of performance of security guard services and such undertakings shall be under the exclusive control of the contractor. The City shall have the right of inspection of appearance and performance of the security guard(s) on duty at the City of Gallup's discretion. All uniforms shall be pressed in a professional manner, with creases in the front and back of the pants as wells as on the shirt sleeves left and right. Security Guards must be in full uniform for the duration of their assigned shift(s)
14. The security guard(s) on duty must all times, without exception, be courteous, exercise tact and diplomacy in their daily contact the Public and Staff. Disrespectful conduct will not be tolerated. Security guards must also show, at all times, a professional appearance and be in full uniform with pictured identification, proper sleeve patches and a security badge identifying him/her as a security guard (jeans and sandals/jogging shoes shall not be acceptable). The security guard on duty must be prepared at all times to show proof of his/her State certification /license upon request by a representative of the City of Gallup. The security guard(s) must patrol the entire complex assigned to them during his/her tour of duty. Security Guards reporting for duty without the aforementioned items and/or conducting themselves in an unprofessional manner shall be asked to leave the premises.

15. The Contractor shall be notified by the affected department representative and the Contractor shall be expected to provide a replacement guard within one (1) hour from this notification.
16. In the event that a scheduled security guard fails to appear for duty at his/her designated location the contractor upon notification by the department shall be responsible to provide a back-up security guard within one (1) hour of notification.
17. The contractor shall be responsible to provide a means of communication to their security guard(s) providing security service(s) to the City of Gallup departments. The security guard(s) must be able to have the means to communicate with their assigned supervisor/manager and/or main office. The City of Gallup expects the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of a security guard to call-in in a timely manner should automatically alert the supervisor/home office of the security guard(s) absence and arrangement should then be made to expediently send a replacement guard to the affected department. Communication equipment shall be used to report any incidents that may occur during their shift that may or may not need to be reported to the local police department. Means of communication will be by two-way radio, cellular telephone and/or other approved method of communication. A written incident report, acceptable to the City of Gallup shall be provided to the City of Gallup, Risk Manager on any and all minor/major incidents. All reports are to be provided within twenty-four (24) hours of incident occurring.
18. The contractor shall designate a Supervisor/Manager with a minimum of three (3) years' experience in managing security guard personnel to act as supervisor/manager of all security guards assigned to the different facilities of the City of Gallup. This supervisor/manager shall be responsible to conduct unscheduled site visits at least once a month to all locations of the City of Gallup to ascertain that security guards are performing their assigned duties. In addition, the Supervisor/Manager shall visit with each individual department representative to ascertain that the performance of the security guard(s) is/has been acceptable. The Supervisor/Manger shall provide the designated City of Gallup representative the names of all security guard personnel performing services for City of Gallup.
19. The contractor shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact available to the City of Gallup 24/7.
20. Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside City designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different levels (floors) or perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in deep/lengthy conversations with patrons/staff or others shall be interpreted by the City of Gallup as a substantial breach of contract by the contractor.
21. The City of Gallup may, for convenience and without cause and without prejudice to any other right or remedy, elect to abandon the project in whole or in part and terminate the agreement in the time specified in a written notice. Upon receipt of written notice, Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination; Contractor shall stop work to the extent specified. Contractor also shall terminate outstanding services as they relate to the terminated work. Contractor shall be paid for all work executed and any reasonable expense sustained. Exercise by the City of this termination for convenience provision shall not be deemed a breach of contract by the City.

22. The Contractor shall not be allowed to terminate this contract unless one of the following reasons presents itself: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; bankruptcy. Increase in the minimum federal rates, fuel costs market conditions will not be acceptable reasons for the contractor to terminate this contract.
23. The Service Contract is being awarded on a fixed rate for the duration of the Service Contract period. There are no escalation clauses in this Service Contract and no increase in rates will be allowed under this Service Contract during the contract period by the Contractor. Exception of Wage Rate Increases for the Gallup area by the State of New Mexico Legislature or a mandated Federal increase in the Wage Rates.
24. The period of the contract will begin on a date fixed on the Notice of Award through June 30, 2014. The City of Gallup at its option, reserves the right to extend this service contract for a period of three (3) additional years, after the expiration on June 30, 2014, in one (1) year increments if the performance of the service provide is satisfactory, terms, conditions and unit prices remain firm.
25. This is a proposal and offer by the Contractor to the City of Gallup and shall not be binding upon the City unless accepted and signed by City of Gallup.
26. Contractor Equipment
 1. Contractor to provide two-way radios for communication with emergency personnel and staff.
 - a. Two-way radio to be programmed with frequency for communication
 - b. Security guard equipment (baton, hand cuffs, rubber gloves, notebook, flashlight, pen, etc.)
27. Contractor Uniforms
 1. Contractor's shall be required to submit, with their proposal, a picture or a sample of the standard uniform (uniform shirt, pants, hat) and formal attire uniform (blazer, shirt and pants) with proper sleeve patches, picture identification card, and security guard badge or patch 2 ½" x ½" on the left upper sleeve that the security guards shall be wearing while providing security guard services for the City of Gallup. NMSA 61-27B1 though 61-27B-26, Title 16, Chapter 48, Part 3, Subsection 16.48.3.12.
28. City Personnel/Employees
 1. City Department shall provide a list of contact persons for each location/event.
29. City Equipment
 1. The City shall provide traffic control devices if required.

VI. INSURANCE

A. Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. Worker's Compensation: The successful bidder, referred to as the Contractor shall maintain as his/her expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to the City.
2. Other required coverage: The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.
3. Coverage Required: The kinds and amounts of insurance required are as follows:
 - a. Commercial General Liability Insurance: A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

- b. Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.
 - c. Worker's Compensation Insurance:

Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

- d. Increased Limits: During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.
- e. Certificates, renewals, and notice of cancellation shall be sent to:

City of Gallup
Attn: Ronald M. Caviggia
Purchasing Department
P.O. Box 1270
Gallup, New Mexico 87305-1270

VII. PAYMENT

- A. Payment will be made on a monthly basis within 30 working days after receipt of undisputed itemized invoices from the Contractor.
 1. Invoices shall be itemized to include names, dates, and times, of those individuals who worked.
- B. New Mexico Gross Receipt Tax (NMGRT) shall be listed on the invoices as a separate line item.
- C. The City shall be responsible for NMGRT, but will not be a factor in award.
- D. The City of Gallup will not be responsible for payment if required information is absent on all service tickets or invoices.

VIII. MANDATORY QUALIFICATIONS

Offers **must** submit with their proposals the following:

- Worker's Compensation and Liability Insurance
- New Mexico Resident contractor's Preference Certificate
Or NM Resident Veteran's Contractor's Certificate in order to be considered
For preference
- Evidence of One (1) Year Experience in Security Guard Services
- Level I, Level II and Level III Licenses (NMAC Title 16, Chapter 48, Paragraph 2.17, 2.18, 2.19)
- Copy of current Bond as required by the Private Investigations Regulations

VIII. CONTRACT PERIOD

- A. Term of the Agreement shall be from date of award through June 30, 2014.
- B. Thereafter the contract may be extended for three (3) additional one-year terms, through June 30, 2017 with the same terms and conditions.

X. POINTS OF CONTACT

- A. City Hall, Rick Snider – 505-863-1292, or Joann Schmaltz – 505-726-2616
- B. El Morro Theatre, Steve Heil – (505) 721-9371
Or Lindsay Mapes – (505) 863-4228
- C. Veterans Park Complex (Ford Canyon) Vince Alonzo (505) 862-4933
- D. Sports Complex, Vince Alonzo (505) 862-4933
- E. Red Rock Park, 5757 Red Rock Park Drive, Ben Welch (505) 870-2415

XI. COST PROPOSAL

1. Specify number of Security Guards Level I available _____

Estimated of annual hours-540 X \$ _____ Hourly rate for Security Guards Level I = \$ _____

2. Specify number of Security Guards Level II available _____

Estimated of annual hours-810 X \$ _____ Hourly rate for Security Guards Level II = \$ _____

3. Specify number of Security Guards Level III available _____

Estimated of annual hours-8 X \$ _____ Hourly rate for Security Guards Level III = \$ _____

Estimates are only approximation, and actual usage may vary.

TOTAL ITEMS 1 THROUGH 8 \$ _____

Cost Evaluation points will be awarded in accordance with the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offeror's Cost}} \times 20 \text{ points}$$

RETURN THIS PAGE WITH YOUR PROPOSAL

XII. RESPONSE FORMAT AND ORGANIZATION

a. Number of Responses/Copies

Offerors shall provide one (1) original and four (4) identical copies of their proposal.

b. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics except for material excluded from the page count. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two page maximum)
- Letter of Transmittal
- Resumes
- Current Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Resident Business Preference Table (Page 28; if Applicable)
- Current I.R.S. W-9 Form
- Resident Veterans Preference Certification Form (if applicable)
- Copy of Current Bond
- Employee Licenses
- Cost Proposal

1. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such.

A. Submit a Table of Contents with Responses to the following and organized in the same order as follows:

- 1) Offerors should submit a narrative containing a brief history of company, type of organization and organizational structure. Identify principals of and the contact person for the organization
- 2) Related Experience of the firm in the type of services requested with current or previous entities. Provide up to three references and the contact information for the references. Previous security guard service experience with government entities is desirable.
- 3) Response to scope of work, and ability to provide requested services (Section III). Provide Proposed Management and Operational Plan for the City of Gallup facilities, and any proposed service enhancements.
- 4) Resumes for each key staff member including background, current and past relevant experience, education, and certifications
- 5) Response to Mandatory Requirements (Section VIII).

Address each area above in detail as points are assigned to each.

B. A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

1. Letter of Transmittal –Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
2. Campaign Contribution Disclosure Form –A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
3. Acknowledgement of Receipt of Amendment forms (if any issued)
4. Copy of current insurance certificate indicating coverage’s in the amount indicated in the proposal should be submitted if available. Insurance will be required prior to award, but not to submit a proposal.
5. Copy of New Mexico Resident Bidder or Resident Veterans Certificate – Offeror **MUST** include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.
6. Resident Veterans Preference Certification form
7. Resident Business Preference Table (Page 28; if Applicable)
9. Current I.R.S. W-9 Form
10. City of Gallup Business License. A business license will be required prior to award but is not necessary to submit a proposal
11. Proof of current Bond
12. Employee Licenses

XIII. PROPOSAL EVALUATION AND CRITERIA

Evaluation:

Offerors submitting proposals may be afforded the opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

Shortlisting - A maximum total of 100 points are possible (105 points with application of City of Gallup or State of New Mexico Resident Business preference, and up to 110 points with Application of the State of New Mexico Resident Veterans Business Preference) in scoring each proposal.

The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondents, or both. Interviews will be conducted if: A majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. The City is under no obligation to conduct interviews with any Offeror.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Evaluation Criteria: The proposal will be evaluated based on the following criteria:

- | | |
|---|-------------------|
| 1. Firm History and Experience | 25 points |
| 2. Scope of Services & Management Plan | 20 points |
| 3. Cost Proposal for Guards | 20 points |
| 3. Personnel Qualification(s) | 25 points |
| 4. Quality & Completeness of Response | 10 points |
| Total | 100 points |

Factor	Points Available
A Technical Specifications	
A(1) Firm History and Experience	25
A(2) Scope of Work & Management Plan	20
A(3) Cost Proposal for Guards	20
A(4) Personnel Qualification(s)	25
A(5) Quality & Completeness of Response	10
B Mandatory Submittals	
B(1) Proof of Current Bonding	Pass/Fail
B(2) Letter Of Transmittal	Pass/Fail
B(3) Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	100 points
Resident Preference	

Response to Mandatory Submittals: Pass/Fail only.

The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

Application of State of New Mexico Resident Business or Resident Veterans Business Preference:

1. Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.

- i. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran’s business may be awarded up to a (10) ten percent preference of the total possible points.
- ii. The City’s RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the resident Veteran’s preference applied a maximum of 110 points are possible.

2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

Best and Final Offers From Finalists

Shortlist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

XIII. Oral Presentation Agenda

If oral presentations are determined to be necessary, a 45 minute time allotment will be available for each presenting firm – 30 minutes for the presentation and up to 15 minutes for a question and answer period. Offeror's should be prepared to speak to the following issues during the course of their presentation:

Key Personnel and Roles - Evaluation shall be based on personnel qualifications and professional skills of key individuals. (Evaluation Criteria No. XXX)

Pertinent Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm. (Evaluation Criteria No. XXX)

Grasp of Project Requirements - Evaluation shall be based on firm's approach, analysis and understanding of services required. (Evaluation Criteria No. XXX)

At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

XV. Proposed Schedule

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Action		Due Dates Sample Time Frames
1. Issue RFP		January 2, 2014
2. Deadline to submit questions		January 23, 2014 4:30 p.m.
3. <i>Submission of Proposal</i>		<i>February 6, 2014, 2:00pm MT</i>
4. Recommendation of Award		No Later than April 3, 2014

Resident Veterans Preference Certification

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

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

RFP No. 2013/2014/04/P

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

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

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico 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.

