

LEGAL NOTICE

Notice is hereby given that the City of Belen, New Mexico calls for Sealed Proposals for:

Airport Café Services
RFP# 2011-02

Interested parties may secure a copy of the specifications from:

Leona Vigil, Clerk Specialist
City of Belen
100 South Main Street
Belen, NM 87002 (505) 966-2740

Sealed Proposals must be received by the City of Belen Clerk Specialist, Leona Vigil, at the City of Belen, 100 South Main Street, Belen, NM 87002 no later than **August 11, 2011 at 3:00 PM.**

Proposals must be received by the above date and time or they will not be considered. No proposal will be accepted by telephone, fax or electronic mail. A site visit shall be scheduled upon request. Any interested parties are urged to view the facility.

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

The City of Belen reserves the right to reject any/all Proposals and waive all informalities.

/s/ _____
Leona Vigil
Clerk Specialist
(505) 966-2740

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classifieds@news-bulletin.com



CITY OF BELEN
PURCHASING OFFICE

REQUEST FOR PROPOSALS

RFP: 2011-02

Airport Café Services

July 30, 2011

LEGAL NOTICE

Notice is hereby given that the City of Belen, New Mexico calls for Sealed Proposals for:

RFP 2011-02
Airport Café Services

Interested parties may secure a copy of the specifications from:

Leona Vigil, Clerk Specialist III
City of Belen
100 South Main Street
Belen, NM 87002 (505) 966-2740
leona.vigil@belen-nm.gov

Sealed Proposals must be received by the City of Belen Procurement Specialist, Leona Vigil, at the City of Belen, Municipal Building, 100 South Main Street, Belen, New Mexico 87002 no later than **August 11, 2011 at 3:00 P.M.**

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

The City of Belen reserves the right to reject any/all Proposals and waive all informalities.

City of Belen

Leona Vigil,
Clerk Specialist III
(505) 864-9640

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classifieds@news-bulletin.com

Date:06/30/10
Albuquerque Journal
legals@abqpubco.com

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The CITY OF BELEN is requesting competitive sealed proposals for establishing and operating an airport café. The proposal will solicit interested and qualified individuals to establish, operate, and maintain a Café for the Alexander Airport located at 4902 Camino Del Llano in Belen, New Mexico.

The successful Firm will be required to execute a Professional Services Contract, (City of Belen Term & Conditions), a sample of which is part of this RFP as a sample document. The Professional Services Contract will incorporate the selected Firm's proposal, scope of services and other pertinent requirements and details. The initial contract shall begin on October 1, 2011, or as soon as possible thereafter and end on a date to be negotiated.

B. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of establishing a café at the Alexander Airport. The airport has a 600 sq ft office building available to convert into a café. It is on city water, has a propane tank, and a working septic system. The Operator will provide necessary work and equipment to meet local, state, and federal rules and regulations. The Operator will also manage and maintain the café. The Café will be subject to pay the City of Belen 7% of their monthly gross income.

C. SCOPE OF PROCUREMENT

The City of Belen reserves the option of renewing the initial contract on an annual basis for three additional years or any portion thereof for the purpose of keeping the stability of the contractual services. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration. Subsequent phases of the project are subject to City Council and/or Management approval, and any required services will be acquired through a competitive sealed proposals (RFP) process.

D. PROCUREMENT SPECIALIST

The City of Belen has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name; address and telephone number are listed below. All Deliveries via express carrier should be addressed as follows:

Leona Vigil
Clerk Specialist III
100 South Main Street
City of Belen, NM 87002

Phone: 505-966-2740
Fax Number 505-966-2740
leona.vigil@belen-nm.gov

NOTE: UPS, FEDEX, or other overnight mail services to City of Belen may not be reliable.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact ONLY the Procurement Specialist regarding the procurement. Any question, comment or concern will be shared with all interested parties to this proposal.

E. BACKGROUND INFORMATION

The **objectives** sought by the City of Belen’s Airport are to provide a café establishment for local and itinerant pilots and other consumers. The Alexander Airport was built on the West Mesa one mile west of I-25, the airport is home to over 50 aircraft, a skydive club, a propeller overhaul facility, aerial photographer, and other small aviation business.

CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	City of Belen	07/30/11
2.	Site Visit	Potential Offerors	schedule
2.	Submission Deadline	Potential Offerors	08/11/11
3.	Proposal Evaluation-tentative date	Evaluation Committee	08/16/11
4.	Contract Negotiations-tentative date	City of Belen	08/17/11
5.	Contract Award	City of Belen	08/19/11
6.	Protest Deadline	Offeror	09/05/11

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

The City of Belen is issuing this RFP.

2. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO **LATER THAN August 11, 2011 at 3:00 P.M.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP for “Airport Café Services” Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant

to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

3. Proposal Evaluation

An evaluation committee will perform the evaluation of proposals. This process will take place on **August 16, 2011** During this time, we may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

4. Contract Award

After review of the Evaluation Committee Report, the recommendation of the City of Belen management and the signed contract, the City of Belen will award the contract on **August 19, 2011** This date is subject to change at the discretion of the City of Belen.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City of Belen Council approval.

5. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on **September 5, 2011** Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the City of Belen. The protest must be delivered to the City of Belen. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City of Belen. The City of Belen will make contract payments to only the prime contractor.

4. Subcontractors

The prime contractor must perform all work that may result from this procurement. The prime contractor is responsible for all work that may result from this procurement. The contractor will act as the prime & project manager; subcontracting of work is allowed, but the prime is still

responsible for the work completed. Subcontracting work does not absolve the prime contractor in any manner.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Specialist will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the City of Belen shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the City of Belen or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The City of Belen's decision as to whether sufficient appropriations and authorizations are available will

be accepted by the contractor as final.

12. Legal Review

The City of Belen requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

14. Basis for Proposal

Only information supplied by the City of Belen in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Offeror's Terms and Conditions

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

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

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

19. Change in Contractor Representatives

The City of Belen reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City of Belen, meeting its needs adequately.

20. Notice

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

21. City of Belen Rights

The City of Belen reserves the right to accept all or a portion of an offeror's proposal.

22. Multiple Awards

The City of Belen reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the City of Belen written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the

offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City of Belen. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. State and Local Ordinances.

In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all federal, state and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

27. Status of Successful offerors.

The successful Offeror(s) is an independent contractor performing services for the City of Belen and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of City of Belen vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the City of Belen. The successful Offeror(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Front Cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents (one page maximum)
- Divider pages (blank except for title information)
- Certificate(s) of insurance (1,000,000.00)
- Response to City of Belen Terms and Conditions
- Proposal Summary
- Offerors additional terms and conditions
- Other supporting material
- Campaign contribution form (provided at the end of this RFP)
- Back cover (blank on one side)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a separate envelope with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification
- e) be signed by the person authorized to contractually obligate the organization
- f) acknowledge receipt of all amendments to this RFP.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

B. Mandatory Specifications

1. Experience

Offerors must submit a statement of relevant experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to Café Services.

Offerors should include in their proposals documentation describing the extent of their experience and expertise and business knowledge, contacts, and connections.

2. References

Proposals must include two (2) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

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

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

- (1) Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.....**25 points**
- (2) Capacity and capability of the business to perform the work, including any specialized services, within the time limitations**20 points**
- (3) Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules**20 points**

- (4) Proximity to or familiarity with the area in which the project is located.**10 points**
 - (5) Evidence of understanding of scope of work, the site, and existing conditions**25 points**
2. Interview if required- Approximately 100 points are possible in scoring each interview for this RFP. The Selection Committee will provide a list of questions relevant to the project. These questions shall be addressed to the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared questions.

B. SHORTLIST EVALUATION FACTORS

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

- 1. Specialized Design- Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.
- 2. Capacity and Capability- Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
- 3. Past Record of Performance- Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.
- 4. Proximity to or Familiarity with Site Location- Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.
- 5. Evidence of Understanding of the Scope - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. **Offerors are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring.** This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies.

A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

VI. APPENDIX

DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

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

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the City of Belen management to perform the evaluation of offeror proposals will be chaired by the Procurement Specialist.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the City of Belen Governing Body for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership that chooses to submit a proposal.

"Procurement Specialist" means the person or designee authorized by the City of Belen to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel,

service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which 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.

"75% Complete" is when the construction documents (working drawings and specifications) are complete and ready to bid, and have received formal approval and acceptance by the owner.

CITY OF BELEN CONTRACT
(FOR INFORMATIONAL PURPOSES ONLY! NOT FOR COMMENT)

**CITY OF BELEN
PROFESSIONAL
SERVICE CONTRACT**

This contract is hereby made and entered into by and between the **City of Belen**, a New Mexico Municipality (hereinafter "CITY OF BELEN") and (hereinafter "CONTRACTOR") on this _____ day of _____ 2008

WHEREAS, the CITY OF BELEN has found it necessary to retain the services of CONTRACTOR to provide **Café Services** ; and

WHEREAS, the CITY OF BELEN desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR **desires to provide such service(s) under the terms and conditions of this contract;**

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work. See Attachment "A".

Said services shall be in accord with, and meet, professional standards.

2. Term. This contract shall be effective from the date first entered above and terminate upon a negotiated date, unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the City of Belen Council and signed by the Mayor.
3. Renewal. CITY OF BELEN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the CITY OF BELEN and CONTRACTOR.
4. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the CITY OF BELEN from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
5. Appropriations. This contract is contingent upon there being sufficient appropriations available. The City of Belen shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
6. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the City of Belen. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency (ies).
7. Termination. Either party, with or without cause, may terminate this contract at will. Termination shall be by written notice, which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the City of Belen Manager. If notified of termination, CONTRACTOR shall immediately cease performing

services and deliver, to City of Belen, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include Contractor's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

8. Conflicts Provision. Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
9. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the City of Belen and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City of Belen, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City of Belen.
10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the City of Belen, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of City of Belen vehicles, or any other benefits provided to City of Belen employees.
11. Non-Agency. CONTRACTOR agrees not to purport to bind the CITY OF BELEN to any obligation not assumed herein by the CITY OF BELEN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City of Belen.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the City of Belen's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
14. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the City of Belen shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the City of Belen shall have no liability for payment of such taxes or amounts.
15. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the City of Belen all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the City of Belen or its authorized representative or agent, including federal and/or state auditors.
16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the City of Belen from any and all claims, suits, and causes of action, which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the City of Belen from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this

contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the City of Belen.

18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with its performance of services under this contract.
19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the City of Belen, and, if declared voidable, all obligations of the City of Belen to perform hereunder shall be nullified.
21. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the City of Belen retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the City of Belen the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the City of Belen elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
24. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
25. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
26. Applicable Law. The Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the CITY OF BELEN shall govern this contract. Any legal proceeding brought against the CITY OF BELEN, arising out of this contract, shall be brought before the Seventh Judicial District Court, Valencia County, State of New Mexico.
27. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

APPROVED AS TO FORM:

CONTRACTOR:

City of Belen Attorney

Contractor

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

CITY OF BELEN

Michael Steiniger, Finance Director

Mary Lucy Baca, Interim City Manager

Budget Line Item: _____

ATTESTED TO BY:

PROFESSIONAL ENGINEERING SERVICES

Engineer of Record

PROJECT LISTING FORM

FIRM: _____ **DATE:** _____

	PROJECT	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.					
2.					
3.					
4.					
5.					
6.					
TOTAL FEES					

- Notes:
1. See in definitions for calculation of "75% Complete." If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
 2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to 13-1-120 B (6).
4. Use additional sheets if necessary.
5. Contact the Procurement Specialist if there are ANY questions regarding the correct completion of this form.

REMARKS:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

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) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

END OF
REQUEST FOR PROPOSALS