

REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY SERVICES

RFP No. FY2122-04 Information Technology Services

Contracting Agency: City of Sunland Park

Address: 1000 McNutt Road, Suite A
Sunland Park, NM 88063

Copies of the RFP packet, may be obtained by contacting the City's Purchasing Agent:

Purchasing Agent: Claudia Carrillo

Phone Number: (575) 589-7565 Ext-1320

Email: claudia.carrillo@sunlandpark-nm.gov

Address: 1000 McNutt Road, Suite A
Sunland Park, NM 88063

Sealed Proposal packets will be received at:

The City of Sunland Park
1000 McNutt Road, Suite A
Sunland Park, NM 88063

ATTENTION TO:

Claudia Carrillo

Purchasing Agent

Ph: (575) 589-7565 Ext-1320

*****Acknowledgement of receipt of: *Request for Proposals and Proposal Organization Forms*, should be received by May 9, 2022*****

Note: Proposal packets can be delivered via U.S. Mail, UPS, Fed Ex, etcetera, or in person, prior to the appointed time and date.

Offerors may contact ONLY the Purchasing Agent regarding the procurement. Other City employees or Sunland Park Council of Government employees do not have the authority to respond on behalf of the City

All proposal packets must be received by 4:00 pm MST on Monday May 31, 2022

Packets not properly submitted will be returned to vendor at vendor's expense. The date and time received will be stamped on the proposals. Late proposals will not be considered nor accepted. It is the responsibility of the offeror to ensure that proposals are delivered on time to the correct address.

This form was prepared by The City of Sunland Park, and is endorsed by the Professional Technical Advisory Board (PTAB which is comprised of the American Council of Engineering Companies New Mexico, New Mexico Society of Professional Engineers, American Institute of Architects New Mexico Chapter, New Mexico Professional Surveyors, and American Society of Landscape Architects New Mexico Chapter), Local Government Division, Department of Finance and Administration, Rural Utility Service, US Department of Agriculture, New Mexico Environmental Department, and New Mexico Finance Authority.

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to engage a qualified company that can provide Information Technology (IT) services to the City of Sunland Park, hereinafter referred as "City". The company selected will oversee: Installation, maintenance and updates on all the City's equipment and accounts. The term of the initial agreement will be for one year, with an option to renew for three additional one-year terms based on agreement by both parties. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

GENERAL QUALIFICATIONS

Offeror will have a team of qualified professionals, with knowledge and history on: Information Technology, Hardware, Help Desk Support, Active Directory, Windows Server, Desktop Support, Ticketing Systems, Firewalls, and all services provided to the City of Sunland Park.

RIGHT TO REJECT PROPOSALS AND WAIVE TECHNICALITIES

The City of Sunland Park reserves the right to cancel this RFP request, reject any and/or all proposals, to waive minor technicalities, to re-advertise RFP or extend due date(s), and to proceed with contractual negotiations if it is deemed to be in the City's best interest. Note: A determination containing the reasons therefore will be made part of this project file (Ref: 13-1-131 NMSA 1978).

RESPONSIVE PROPOSALS

Proposals submitted in response to this RFP must be signed by a person having the authority to legally bind the company in a contractual agreement. All responsive proposals will become property of the City of Sunland Park and will become public information once contractual agreement(s) is/are finalized. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, the appropriate selection committee's final ranking and evaluation scores for all proposals shall become public information. Businesses that have not been selected for contract award shall be so notified in writing within fifteen days after an award is made (Ref: 13-1-120.D NMSA 1978).

PROPOSALS RECEIPT, OPENING, AND RECORDING

All timely submitted proposal packets will be opened publicly, or in the presence of one or more witnesses, and the name of the Offeror (and its address) will be read aloud.

PROPOSAL CLASSIFICATION AND EVALUATION CRITERIA

Proposals shall be evaluated based on demonstrated past performance and professional qualifications necessary to perform the requested service(s) and shall be based on specific evaluation criteria factors clearly specified in this RFP. Evaluating committee members may classify RFP responses in the following three groups, to facilitate RFP review discussions.

- 1.) Acceptable
- 2.) Potentially acceptable - having minor technicalities that could be waived/corrected if it is in the City's best interest. Minor corrections could make RFP acceptable.
- 3.) Unacceptable – Offerors whose proposals are not accepted will be notified promptly.

Note: City reserves the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (Ref: 13-1-132 NMSA 1978)

CITY OF SUNLAND PARK

Sunland Park, New Mexico is a city in southern Doña Ana County, on the borders of Texas and the Mexican state of Chihuahua, with Ciudad Juarez adjoining it on the south and El Paso, Texas on the east. The communities of Santa Teresa and La Union adjoin it on the northwest and north, respectively. Though it lies adjacent to the City of El Paso, being in Doña Ana County makes it a part of the Las Cruces Metropolitan Statistical Area. The city is at the foot of Mount Cristo Rey, next to the Rio Grande; located approximately one (1) mile south of Interstate-10 and is traversed by several State and County Roads. The BNSF/Union Pacific railroad line outlines the community, creating opportunities of connecting spur lines from the main line to a potential portion of the districts. As of the 2020 Census, there were 16,702 residents with 5,524 households residing in the city. *Ref: www.census.gov/*
The City employs approximately

Note: The City of Sunland Park is a duly organized municipality in compliance with The Municipal Code §3-1-1 et seq. NMSA 1978 and is duly authorized to transact business in New Mexico.

REQUEST FOR PROPOSALS TIMELINE

Qualifications-Based Selection of competitive sealed proposals for Information Technology Services will be received by the City of Sunland Park for RFP No. FY2122-04.

RFP TIMELINE

<u>Action</u>	<u>Date</u>	<u>Responsibility</u>
Issue RFP	April 29, 2022	City
Return acknowledgements of receipt for: RFP & Proposal Org.	May 9, 2022	Potential Offerors
Distribution of List Response	May 10, 2022	Potential Offerors
Deadline to submit questions	May 16, 2022	Offerors
Response to written questions	May 18, 2022	City
RFP Amendment(s), if necessary,	As needed	City
Proposal Packet Due Date/Time	May 31, 2022	Offerors
Evaluation of Proposals	June 1 st , 2022	City
List of Finalists	June 2, 2022	City
Contract Negotiations	June 8, 2022	City and Finalists
Contract Award	June 24, 2022	City
Protest Deadline	15 Calendar days	Offerors

RIGHT TO PROTEST

Any Offeror who is aggrieved in connection with this RFP solicitation or contractual award may protest to the City of Sunland Park Purchasing Agent or to the State of New Mexico Purchasing Agent. The protest shall be submitted in writing as soon as possible but in no case will the protest be filed later than fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

CONFIDENTIALITY OF PROPRIETARY MATERIAL

All 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 Purchasing Agent 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 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's Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Such a determination will be provided to the Offeror. 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.

DISTRIBUTION LIST RESPONSE DUE

Interested Contractors should hand-deliver or return by facsimile, email or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals" and "Proposal Organization" Forms that accompanies this document (See Appendix A and B) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **May 9, 2022**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

COST RESPONSE FORM

Offeror must disclose in the Cost Response Form all standard charges and fees that includes minimal charges and rounding of billable time. Offerors must provide a description of other charges associated with provision of IT services, including, but limited to: Installation, updates, technical support, cyber security, backup, on-site implementation of business applications, software licensing control, account management, and any other that the City may need.

OFFERORS REQUIRING SUB-CONTRACTORS

Offerors should fully disclose whether the offeror is able to perform the work solely or will require the assistance of contractors, sub-contractors, or other staff not directly employed by the offeror. If contractors, sub-contractors, or other staff not directly employed by the offeror is needed, the offeror should include a detailed description of the qualifications of the additional staff, all costs associated with use of additional staff, and a plan for the workflow, supervision, and points of contact for questions or assistance.

MULTIPLE YEAR AGREEMENT

After the award to a successful offeror is determined, the contract shall begin upon the date it is fully executed by both parties. The term of the initial agreement will be for one year, with an option to renew for three additional one-year terms based on agreement by both parties. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

CONTRACT NEGOTIATION PROCEDURES

The initial contract negotiations will be conducted with what the City considers the most advantageous offeror. **Note:** The most advantageous proposal may or may not have received the most points from the reviewing committee members. If mutually agreeable terms cannot be reached within a two-week period, the City reserves the right to initialize contract negotiations with the next most advantageous offeror without undertaking a new procurement process or the need to cancel the RFP request. This negotiating procedure may continue, at the City's discretion, until all offerors on the original list of finalists is exhausted.

PROPOSAL ORGANIZATION

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

1. Signed Letter of Transmittal
2. Evaluation Criteria (page 9)
3. Table of Contents
4. Proposal Summary
5. Response to Mandatory & Desirable Specifications
6. Suspension and Debarment Statement
7. References
8. Acceptance of City Terms and Conditions
9. Business Resident Preference Form (If applicable)
10. Business Veteran Resident Preference Form (If applicable)
11. Business Preference Certification (If applicable) (Appendix C)
12. Campaign Contribution Disclosure Form (Appendix D)
13. Offeror's Additional Terms and Conditions (If applicable)
14. Completed Cost Response Form (in a separate sealed binder or envelope)

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. 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.

PROJECT DESCRIPTION

The City of Sunland Park will award the contract under this RFP, to a company that can be on top on Customer Service, Proactive Management, Administration and Monitoring on all IT services needed at the City or remotely. The awarded company will have communication with 3rd party vendors, as requested, to keep servers and software up to date and solve any issues that could happen at any time. The Offeror needs to have a local representative or being able to travel in short term notice.

SCOPE OF WORK

The Offeror will consider the actual IT Environment of the City of Sunland Park to provide a proposal:

- Users: Approximately 37 accounts with access only to email, and 92 with full access to: Outlook, Office, etc. Expecting to grow 5% in the next 4 years.
- 99 Desktops
- 9 Servers
- Mobile phones: Vendor may be asked to assist users with their smartphones for setting up e-mail but will not be asked to monitor or manage.
- Servers' locations: Library
- Server Operating Systems: 7 Win2019, 1 Win2012, 1 Win2016
- Desktop Operating Systems: 53 Win10 v2009, 15 Win10 v1909, 12 Win10 v1809, 7 Win7, 6 Win10 v2004, 5 Win10 v1903, 1 Win10 v 1803

Value added services, not limited to:

- 24 x7x365 Onsite and Remote Support Services
 - Account Managing
 - Telephone based and remote support via software agent
 - Helpdesk service hours, 8:00 a.m. to 5:00 p.m., Monday – Friday
 - Onsite support and travel time
 - After Hours and Emergency Support
- Project Planning & Implementation Services
 - Project planning and needs development
 - Project implementation services, including (but not limited to):
 - Server upgrades (New server installations and migration, if necessary)
 - Department new PC refresh installations
 - Server and software installation for 3rd party vendors
 - New firewall/router configurations and installations
 - New Software and application

- Proactive Management, Administration and Monitoring for:
 - PC/Workstation
 - Account updates (Activation/ deactivation for: email account, network access, software's rights, Telephone account, Access Control, etc.)
 - Password Assistance/Employee Troubleshoot
 - Service Desk (Automatic/Proactive Management of Incidents)
 - Servers (Installation, configuration, management of Server software and performance reporting)
 - Network and Firewall (Upgrades and configuration changes)
 - Windows Updates
 - Other software updates
 - Hardware and software optimization
 - Malware & Anti-virus software protection
 - Rapid problem solution
 - Monthly system status and performance reports
 - Software Licenses
 - Configuration of secured VPN access for remote users and to outside systems
 - Segregation of networks and systems as required for enhanced security
 - Annual Technology Budget creation in conjunction with Department Managers
 - Technical vendor relationships and vendor communication (as requested)
 - Project planning & development needs with Directors and City Manager
 - Project Implementation Services (New application software)
 - Making sure software work for the needs of the City
 - Investigating/Gathering (Suggesting?) information for the needs of the City
 - Upgrading, installing & Configuring applications to meet needs of the City
 - Add more changes to server domain users
 - PAF duties
 - Email
 - Assessing/recommending and implementing system upgrades
 - Ensuring security and efficiency of IT infrastructure
 - Ensuring Software efficiency
 - Maintain and optimize network & Servers
 - Assess system "performance" & recommend improvements.
 - Annual employee security awareness training
 - Preventive Maintenance & Security (Windows updates)
 - Automated Hardware & Software Optimization (disk defragmentation, clear temp files, etc.)
 - Automated weekly and monthly system status and performance reporting. Reports can be sent to individuals, Directors, etc.

EVALUATION CRITERIA

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.

RATING SHEET FOR:		
FACTOR	POSSIBLE POINTS	SCORE
QUALIFICATIONS		
1. Specialized Design and Technical Competence*	150 points	
2. Capacity and Capability*	250 points	
3. Past Record of Performance on contracts with government agencies* (past 3 years)	200 points	
4. Familiarity with the Contracting Agency*	100 points	
5. Work to be done in New Mexico* (Indicate the % of work to be done in NM) <i>NOTE: To be allowed for federally funded projects.</i>	100 points	
6. Current Volume of work with the contracting agency Not 75% Complete*	100 points	
7. Other contracting agent criteria (if desired) <i>Experience with subdivision review, observation, and inspection for local government.</i>	100 points	
TOTAL POSSIBLE POINTS	1,000 points	
PREFERENCE SPECIFICATIONS (View explanation below)		
1) Resident Business Preference (5% of total possible points)	50 points	
2) Resident Veteran Business Preference (10% of total possible points)	100 points	
TOTAL	/	

* Items required by statute (§ 13-1-120.B NMSA 1978).

Points awarded to an Offeror for Resident Business Preference or Resident Veteran Business Preference (required by Senate BUI 1, 2011) are based on total possible points as indicated above and are added to the total score awarded to that Offeror.

Points for preference cannot be awarded if the project/contract involves federal funds.

RFP GENERAL TERMS AND CONDITIONS – REQUIRED FOR CONTRACT ACCEPTANCE

a. **STANDARD OF PERFORMANCE; LICENSES**

1. The Contractor represents that it possesses the experience, personnel, and knowledge necessary to perform the services described in this RFP.
2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and sub-Contractors.

b. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, 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.

c. **STATUS OF CONSULTANT; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONSULTANTS**

1. The Contractor and its agents and employees are independent Contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of the Agreement.
2. Contractor shall be solely responsible for payment of wages, salaries, and benefits to all employees or sub-Contractors retained by Contractor in the performance of the services under this Agreement.

d. **CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

e. **CONFLICT OF INTEREST**

The Contractor 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

f. **ASSIGNMENT; SUBCONTRACTING**

The Contractor shall not assign or transfer any rights, privileges, obligations, or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

g. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives, and sub-Contractors.

h. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Sunland Park in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

i. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

j. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

k. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to 13-1-191 NMSA 1978, reference is hereby made the criminal laws of New Mexico (including 30-14-1, & 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

l. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City. In any action, suit or legal dispute arising from this Agreement, the Consultant agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the Third Judicial District Court.

m. **AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties hereto.

n. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

o. **NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation.

p. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2 **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3 **Day** means business day, unless otherwise specified.
- 1.4 **Determination:** means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13- 1-52 NMSA 1978).
- 1.5 **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.6 **Purchasing Agent:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.7 **Request for Proposals or "RFP",** means all documents, including those attached or incorporated by reference, used for soliciting proposals. (§ 13-1-81 NMSA 1978).
- 1.8 **Responsible Offeror of Proposer** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that

the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).

- 1.9 **Responsive Offer or Proposal** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements. (§ 13-1-85 NMSA 1978).
- 1.10 **"State (the State)"** means the State of New Mexico.
- 1.11 **The terms "must", "shall", "will", "is required", or "are required",** identify a mandatory item or factor that will result in the rejection of the offerors proposal.
- 1.12 **The terms "can", "may", "should", "preferably", or "prefers",** identify a desirable or terms can discretionarily item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 COPIES OF REQUEST FOR PROPOSALS

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agent.
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or

misinterpretations resulting from the use of an incomplete set of the request for Proposals.

- C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2 INTERPRETATIONS

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Purchasing Agent of the contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3 ADDENDA

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.
- B. Copies of Addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 NUMBER, FORM AND STYLE OF PROPOSALS

- A. **Offerors shall provide 5 copies of their proposal** to the location specified on Page 1 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of **25 pages**, not including front and back covers, cover letter, table of contents,

Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.

- D. The proposal must be organized in the format specified on page 6, and must contain, as a minimum, all listed items in the sequence indicated.
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.
- G. 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.

3.2 SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work. The Offeror is specifically advised that any person or other party to

whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.3 PREQUALIFICATION PROCESS

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

3.4 DEBARRED OR SUSPENDED CONTRACTORS

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

3.5 SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the

- Project title and name and address of the offeror and accompanied by the documents listed in the Proposal Organization List (page 6).
- B. The envelope shall be addressed to the Purchasing Agent of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for Proposal No., date, and time of opening. If the proposal is sent via mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
 - C. Proposals received after the date and time for receipt of Proposals will be returned unopened.
 - D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
 - E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
 - F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements, which are a part of these Request for Proposals.
- B. Laws and Regulations: The Offerors' attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project

3.8 REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting

Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1 RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2 PROPOSAL EVALUATION

- A. Proposals shall be evaluated based on demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1) Acceptable,
 - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).

- D. Selection Process:(§ 13-1-120 NMSA 1978).

- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses regarding the particular project and may conduct follow-up interviews.
- 2) If fewer than three businesses

have submitted a statement of qualifications for a particular project, the committee may:

- a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
- b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the

designee shall formally terminate negotiations with that business.

- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4 NOTICE OF AWARD

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

5. POST-PROPOSAL INFORMATION

5.1 PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state

Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-13-1-172 NMSA 1978).

- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) State the reasons for the action taken; and
 - 2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.
- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall

immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2 EXECUTION AND APPROVAL OF AGREEMENT

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

5.3 NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4 OFFEROR'S QUALIFICATION STATEMENT

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

6. OTHER INSTRUCTIONS TO OFFERORS

Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

6.1 Resident Business Preference
For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue

Department. The application for preference may be downloaded at the following website:

<https://www.tax.newmexico.gov/forms-publications/>

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria (page 8).

6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department.

The application for preference may be downloaded at the following website:

<https://www.tax.newmexico.gov/forms-publications/>

Ten (10) percent (%) of the total possible points, may be awarded to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding year (§ 13-1-21 and § 13-1-22 NMSA 1978. These points are added to the total points received for the Evaluation Criteria (page 8).

The Resident Veteran Business Preference is separate from the Resident Business

Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference provided shall be calculated 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 each business as specified in the joint bid or proposal.

Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

**APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT OF:
FY2122-04 Information Technology Services**



ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM

In acknowledgement of receipt of this RFP the undersigned agrees that he/she has received a complete copy, beginning with the Title Page, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned the Purchasing Agent no later than May 9, 2022. Only potential offerors who elect to return the completed form and intend to submit a proposal will receive copies of all offeror's written questions and the City's written responses to those questions, as well as any RFP amendments.

COMPANY NAME: _____

REPRESENTATIVE: _____

TITLE: _____ OFFICE PHONE: _____

CELL PHONE: _____ EMAIL ADDRESS: _____

FAX NO: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

*** THE INDIVIDUAL'S NAME AND ADDRESS ON THIS FORM WILL BE USED FOR ALL
CORRESPONDENCE RELATED TO THE RFP***

_____ FIRM **DOES INTEND** TO RESPOND TO THIS RFP

_____ FIRM **DOES NOT INTEND** TO RESPOND TO THIS RFP

**PLEASE CHECK ONE OF THE OPTIONS AND RETURN TO CITY OF SUNLAND PARK PURCHASING
AGENT BY MAY 31, 2022.**

APPENDIX B: PROPOSAL ORGANIZATION ACKNOWLEDGEMENT

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

1. Signed Letter of Transmittal
2. Evaluation Criteria (page 9)
3. Table of Contents
4. Proposal Summary
5. Response to Mandatory & Desirable Specifications
6. Suspension and Debarment Statement
7. References
8. Acceptance of City Terms and Conditions
9. Business Resident Preference Form (If applicable)
10. Business Veteran Resident Preference Form (If applicable)
11. Business Preference Certification (If applicable) (Appendix C)
12. Campaign Contribution Disclosure Form (Appendix D)
13. Offeror's Additional Terms and Conditions (If applicable)
14. Completed Cost Response Form (in a separate sealed binder or envelope)

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. 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.

The acknowledgement of receipt for "Proposal Organization", should be signed and returned, to the Purchasing Agent no later than May 9, 2022.

COMPANY NAME: _____

REPRESENTATIVE: _____

TITLE: _____ OFFICE PHONE: _____

SIGNATURE: _____ DATE: _____

APPENDIX C: VETERANS PREFERENCE CERTIFICATION

_____ (Name of Business) hereby certifies the following regarding application of the resident veteran preference to this formal request for proposals process:

I declare under penalty of perjury that my business' prior year revenue starting January 1 ending December 31 is up to three million dollars (\$3,000,000), allowing me the 10% preference on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending 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 based on having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body."

"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 representation 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 unaward of the procurement involved if the statements are proven incorrect.

APPENDIX D: 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 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.

Current Applicable Public Officials:

- **Javier Perea, Mayor**
- **Councilor Mili Sandoval**
- **Councilor Daisy G. Lira**
- **Councilor Jesus Soto**
- **Councilor Alberto Jaramillo**
- **Councilor Olga Nunez**
- **Councilor VACANT**

DISCLOSURE OF CONTRIBUTIONS BY OFFEROR:

Contribution made by: _____

Relation to Prospective Contractor: _____

Date(s) Contribution(s) made: _____

Number of contribution(s) and amount: _____

Nature of contribution(s): _____

Purpose of contribution(s): _____

(The above fields are unlimited in size. However, add additional pages if necessary).

-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.

Print name

Date

Signature

Title (Position)