



## RFP COMPLIANCE DECLARATION

**RFP TITLE:** Graphic Design & Layout Services

**RFP NO.:** 15-16-118

**DUE DATE/TIME:** January 26, 2016 / 2:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: \_\_\_\_\_ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

_____	Authorized Signature
_____	Typed or Printed Name
_____	Title
_____	Email address

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

NM Tax & Revenue Dept. CRS # \_\_\_\_\_

Current NM Public Regulatory Commission Registration # \_\_\_\_\_ (corporations only)

Current CLC Business Registration # \_\_\_\_\_ (respondents located in Las Cruces only)

Federal I.D. number \_\_\_\_\_ (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed \_\_\_\_ Yes \_\_\_\_ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL  
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

**CITY OF LAS CRUCES  
REQUEST FOR PROPOSAL**

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**RFP TITLE:**                    **Graphic Design & Layout Services**

**RFP NO.:**                    **15-16-118**

**DUE DATE/TIME:**        **January 26, 2016 / 2:00 p.m.**

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**I. GENERAL**

- A. The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering into an agreement for graphic design and layout services as described herein.
- B. Responses to this solicitation must be received by the DUE DATE/TIME at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing).
- C. The conduct of this RFP is subject to the City Procurement Code, Chapter 24, LCMC, 1998, incorporated herein by reference.

D. City Contact:

Except for:

- 1. Communications during any pre-proposal conference conducted by the City for this solicitation,
- 2. Any related interviews initiated by the City,
- 3. Any related negotiations initiated by the City, and,

to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or City staff, other than the City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.

- E. ATTACHMENT A enclosed herein is a draft of the agreement to be entered for the proposed services. The agreement will be for a base period of one (1) year from the time of award, with the option to renew at the discretion of the City for an additional two (2) one (1)-year terms.

The contract resulting from this RFP will authorize the successful respondent to extend the same terms and conditions to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

- F. The City intends to award to the highest ranking firm to meet its need for services based upon the criteria herein.

## **II. BACKGROUND**

The City produces a variety of publications, print advertisements, video productions, website graphics, and special projects that require graphic design and layout services to be used for public outreach and internal purposes. This is a high-demand position requiring immediate turnaround regardless of day or time.

## **III. SCOPE**

The Contractor will perform the following tasks using its own equipment and materials:

- A. Design art and copy layouts for materials to be presented in various publications including, but not limited to, newspaper display ads, posters, pamphlets, brochures, directories, journals, newsletters, budget presentations, municipal reports, financial reports, annual reports, packaging and other publications, as well as graphics and design layouts for use in PowerPoint presentations, and graphics for use in video productions and websites. All graphics will be appropriately formatted and camera-ready (when applicable) for each type of media used by the City and media vendors.
- B. Develop samples of finished layouts and present samples to the Director of Communications (DOC) or designee for approval.
- C. Be responsible for determining size and arrangement of illustrative materials, product or services according to the needs of the DOC or designee, and other City of Las Cruces clients appointed by the DOC.
- D. Prepare notes and instructions for service bureaus and printers who prepare final layouts for printing.
- E. Obtain written quotes from vendors for projects to be paid for with City funds, and submit to the DOC or designee for the order to be placed in accordance with the City's procurement code (Contractors are not authorized to order or obligate funds on the City's behalf).
- F. Oversee printing operations for City of Las Cruces Public Information Office projects, including, but not limited to, performing press checks for quality control of printed pieces, and working directly with all media vendors doing business with the City to include print operations, television stations, video production operations, printers, and web applications, and ensure quality in all City communications.
- G. Have the ability to meet deadlines set by the City. In some instances, the City may require immediate (within minutes) deadlines with instantaneous turnaround service, regardless of day or time, twenty-four hours per day, seven days per week (24/7).
- H. Perform a variety of communications and marketing tasks related to projects and activities.

Tasks include, but are not limited to:

1. Occasional photography using digital and / or film still cameras using contractor-owned equipment.
2. Develop or assist in the development of advertising / marketing strategies.
3. Immediate availability to Public Information Office staff and other City staff to attend in-person meetings with Public Information Office staff or other City clients, regardless of time (24/7).
4. Conduct necessary research and data collection as needed for completion of projects:
  - a. Maintain electronic image library of all work performed for the City, and provide to the City all work performed and / or images produced, and make image library easily accessible to Public Information Office staff or other City clients.
  - b. Ensure that all graphic and layout design meets all ADA requirements, and contains all necessary ADA language.
- I. Submit an itemized invoice to the City at the end of the month for services rendered, no later than the 7<sup>th</sup> of each month, for the services of the prior month. Each invoice must detail the following at a minimum:
  1. Date of each project
  2. Name of each project submitted
  3. Number of hours worked per project (to include no less than half [1/2] hour increments. Example – 1.5 hours).

The City's payment term is Net 30 days.

#### **IV. REQUIREMENTS**

- A. The company, firm, or individual(s) performing work associated with this contract must be capable of demonstrating a minimum of five (5) years professional experience.
- B. Contractor must have and maintain a software subscription to Adobe Creative Cloud (with complete lineup of apps), and be current on all software updates. Must have a computer that meets all minimum requirements of all Adobe Creative Cloud design apps.

#### **V. PROPOSAL CONTENT**

Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION (page 1 of this solicitation document). Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection.

- A. Technical Proposal Content  
The respondent's Technical Proposal shall include the following items and in the sequence presented:

1. To address Evaluation Criteria No. 1 below, provide the following:
  - a. Description of a minimum of five (5) past contracts similar to the scope herein that have been completed by the firm, **aside from the City**.
  - b. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.
  - c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.
2. To address Evaluation Criteria No. 2 below, follow the guidelines below in Section B, Cost Proposal Content.
3. To address Evaluation Criteria No. 3 below, provide a portfolio which will be evaluated based on authenticity of design, professionalism, originality, and aesthetic quality.
4. To address Evaluation Criteria No. 4 below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.
5. To address Evaluation Criteria No. 5 below, respond to related Schedule A requirements herein and organize response according to this Section IV. sequence. Note that the RFP COMPLIANCE DECLARATION page incorporated herein must be completed, signed and included within the contents of the technical proposal and not with the contents of the cost proposal.

**B. Cost Proposal Content**

The cost proposal will be used in the evaluation of the request for proposal (RFP). The cost proposal must be submitted with the technical proposal and contain the following:

1. Hourly rate
2. Any other proposed costs that may be incurred by the City.

## **VI. PROPOSAL EVALUATION AND SELECTION**

- A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee.

<b>EVALUATION CRITERIA</b>		<b>POINTS</b>
1.	Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client	25
2.	Cost	25
3.	Portfolio content and quality	25
4.	Qualifications/competence of project team members (key personnel) to perform project	20
5.	Clarity of proposal	5

**Total                      100**

- B. Preference for State and Local Resident Businesses/Contractors
  - a. Pursuant to §13-1-21 and §13-4-2, NMSA, 1978, of the New Mexico Statutes, applicable percent preference will be added to the scores of respondents who submit within their proposal a copy of their New Mexico residency certificate issued by the New Mexico Tax and Revenue Department.
  - b. Pursuant to Section 24-100, LCMC, 1998, a 5% preference will be added to the scores of respondents who submit within their proposal a copy of their City of Las Cruces business certification issued by the City's Community Development Department.
  - c. The maximum geographical preference that can be applied shall not exceed 10%.
  - d. Proposals received without copy of resident certificates stated herein do not qualify for this preference.
  - e. Any and all geographical preference herein presented within this RFP shall not apply whenever federal funds are used in procuring goods/services.
- C. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Council for review and approval. Contract(s) will have been negotiated prior to the committee's recommendation and may follow the format of the contract enclosed herein.



## **ATTACHMENT A**

### **SERVICE AGREEMENT**

THIS AGREEMENT made and entered into on this date, 2012 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Company Name, of Street Address, City, Town, State, Zip Code, hereinafter called "CONTRACTOR".

#### **1. PROJECT DESCRIPTION**

*Enter general description of the services*

#### **2. SCOPE OF SERVICES**

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, Bid/RFP XX-XX-XXX incorporated herein by reference and made a part of this Agreement.

*(This piggyback clause is used only if the related RFP stipulated a piggyback option)*

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

#### **3. APPROPRIATIONS**

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

#### **4. COMPENSATION**

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount (not to exceed \$ \_\_\_\_\_) (agreed to for each assigned project), plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

#### **5. DEVOTION OF ADEQUATE TIME**

CONTRACTOR will devote the necessary hours each week to the performance of project(s) that (is/are) required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

#### 6. TERM AND SCHEDULE

This Agreement shall become effective on (date of award) for a term of \_\_\_\_\_ days through month/day/year (and, pending mutual written agreement, may be extended annually thereafter for up to \_\_\_\_\_ more years through month/day/year).

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit A (and as agreed to for each project assigned under the terms of this Agreement).

#### 7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

#### 8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

#### 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

#### 10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a



description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

#### 11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

#### 12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

#### 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

#### 14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

#### 15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

#### 16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

#### 17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. \$1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.
2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
  - \$1,000,000 - Bodily Injury: By Accident - Each Accident
  - \$1,000,000 - By Disease: Policy Limit
  - \$1,000,000 - By Disease: Each Employee
  - This coverage required for non-construction contractor with three (3) or more employees
  - Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

#### 18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

#### 19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

## 20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

## 21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

## 22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:                      City of Las Cruces,  
                                     PO Box 20000  
                                     Las Cruces, NM 88004  
                                     **ATTENTION: (Project Manager)**

With Copies to:            Purchasing Manager

TO CONTRACTOR:        **Company Name**  
                                     **Address and Street**  
                                     **City, State and Zip**  
                                     **ATTENTION:**

### 23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

COMPANY NAME

CITY OF LAS CRUCES

BY: \_\_\_\_\_  
Name  
Title

BY: \_\_\_\_\_  
Deb Smith  
Purchasing Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## SERVICES

Delineate any and all negotiated services, deliverables, time frames and other items not identified in Contractor's response to the RFP.

# **EXHIBIT B**

## **SCHEDULE**

Delineate all details relative to the time of any deliverables, events, benchmarks, etc.  
If costs relate to these items, list accordingly.

SCHEDULE A

**GENERAL CONDITIONS FOR RESPONSES**

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1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.
2. **Inquiries and Related Addenda:**

**Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.**

  - a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
  - b. Inquiries may be mailed or hand delivered to the address stated on Section 4 below, emailed to [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org), or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
    1. All transmissions should include a cover sheet.
    2. Cover sheet shall contain:
      - a. The RFP number.
      - b. Opening Date and Time of the RFP.
      - c. Proponent name, contact person, phone number, and return fax number.
  - c. Telephone inquiries will not be responded to, including the results of this solicitation.
  - d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
  - e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
  - f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
  - g. Failure to acknowledge receipt of addenda may render response as non-compliant.
3. **Response Format Requirements:**
  - a. Responses include following two (2) components:
    1. A technical proposal of the submittal requirements called out in solicitation documents.
    2. A cost proposal in a separate sealed envelope consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
  - b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page) and printed on one side only. Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
  - c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch on one side only.
  - d. All pages must be bound on left hand margin, not single stapled on top left corner.
  - e. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO NON-COMPLIANCE WITH RFP SUBMITTAL REQUIREMENTS.**
    1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
  - f. Response shall include six (6) copies of the proposal (one unbound), unless otherwise specified in the solicitation documents, and be marked clearly showing the RFP number and proponent name.
  - g. In a separate, sealed envelope, include six (6) copies of the cost proposal (one unbound), unless otherwise specified in the RFP; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.
  - h. Enclose the Proposals in one shipping container to be mailed or delivered to the City Purchasing Section. Cover envelope and/or shipping container shall be marked **with the RFP number, due date and time**, plus have the respondent's return address prominently marked for identification.
  - i. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
  - j. No other materials are to be submitted, unless specifically requested in proposal.



**4. Proposals must be submitted by the due date/time to:**

If Mailed (U.S. Postal Service):

City of Las Cruces  
ATTN: Purchasing Section/Bid Clerk  
P.O. Box 20000  
Las Cruces, NM 88004

If Hand Delivered (FedEx; UPS, etc):

City of Las Cruces  
ATTN: Purchasing Section/Bid Clerk  
700 N. Main Street, 3<sup>rd</sup> Floor Room 3134  
Las Cruces, NM 88001

- a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days, and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
- b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened.
- c. Faxed proposals will not be accepted.

**5. The City of Las Cruces reserves the sole right to:**

- a. Determine responsible respondents and responsive proposals.
- b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.
- c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- d. Reject any or all responses/proposals and terminate this solicitation process.

**6. Law Application:**

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

**7. Award:**

- a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- b. After the evaluation is complete, the award will be posted on the NMEPS website:  
<http://www.govbids.com/scripts/nm1/Public/home1.asp>
- c. All proponents will receive a summary of the results via email.
- d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.
- e. For negotiated contracts exceeding \$75,000, a recommendation for award shall be forwarded to the City Council for review and approval.

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### **LOCAL PREFERENCE NOTICE**

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

### **NEW MEXICO RESIDENT PREFERENCE NOTICE**

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

**Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.**

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

### **NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE**

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the NM Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

### **PREFERENCE FOR RECYCLED CONTENT GOODS**

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

**The combination of preferences is limited to 10%**

## **RESIDENT VETERANS PREFERENCE BUSINESS VOLUME DECLARATION**

\_\_\_\_\_  
(CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

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

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In conjunction with this procurement and this business' qualifications 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 based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I 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.

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(Signature of Business Representative)\*                      (Date)

\*Must be an authorized signatory for the Business