

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978, the City of Clovis is requesting competitive sealed proposals for professional services.

Proposals must include but are not limited to the requirements set forth in the "Form of Proposal". Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the City. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process. Upon reviewing the Proposal, top qualified offers may be contacted for additional qualifying information in the form of a formal presentation.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

The award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Clovis, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon criteria which does not include price.

The City will open and evaluate all proposals; determine the need for, and conduct any negotiations; and make a final recommendation to the City Commission for award of the contract.

The City reserves the right to reject any or all proposals and to waive any technicalities at its option when in the best interest of the City of Clovis.

Award of the contract is contingent upon the budgeting and appropriation of funds for the continuation of the services contemplated by this Request for Proposal.

The proposal excludes all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which come effective after the date the contract is entered into. Taxes shall be shown as a separate amount on each billing or request for payment and shall separately identify each tax being billed.

COOPERATIVE BID: By submitting a bid the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.

RENEWAL: If the RFP is an annual RFP the City of Clovis reserves the right to renew the RFP for seven (7) years (8 years total). The City of Clovis reserves the right to renew or issue a new Request for Proposal (RFP) without explanation or cause.

PENALTIES: If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:

- A. **First Notice:** Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working day to respond to this notice.
- B. **Second Notice:** Issuance of a second written notice after ten business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

PROTEST BOND: Protest may be filed in accordance with 13-1-1 NMSA. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)