REQUEST FOR PROPOSALS

FOR

Federal Lobbyist Services

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO

RFP NUMBER –15-AD-003

RFP SUBMITTAL DUE DATE:

10:00 a.m. Thursday, August 14, 2014

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1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work for this RFP is located in Exhibit A.

Overview. The City is engaging in a RFP process for Federal lobbyist services. A lobbyist will help the City navigate the political system with Washington. D.C. - based staff with the U.S. Army Corps of Engineers as well as Congressional offices to get funding appropriated to honor a previous grant agreement. In addition, identify and advise the City on federal programs and available funding the City can apply for related to public infrastructure (e.g., aquifer direct injection, wastewater treatment plant reconstruction to support development/expanding employment base, etc.), and assist the City with applying for the available funding.

The City of Rio Rancho, a growing community with a population 91,956 comprised of 103 square miles, is located in central New Mexico in the Albuquerque metropolitan area. In the last decade, Rio Rancho has experienced significant growth with a 69% increase in population from the 2000 to 2010. As the third largest City in New Mexico, Rio Rancho is home to Intel and Hewlett-Packard, has been nationally recognized for its quality of life, and is focused on business development and creating jobs so that the community can be a driving force for the state's economy.

Organization & Budget: The City has a Council – Manager form of government. There are over 800 full-time, part-time, and seasonal employees. Municipal services include: fire and rescue; police; public works; water utility and wastewater management; parks and recreation; development services; economic development; and management support functions. The City has an operating and capital budget of over $116 million ($52 million General Fund) with revenue primarily from gross receipts taxes (sales tax).

There is more than $6 million the U.S. Army Corps of Engineers has failed to reimburse the City related to a 2007 grant agreement related to construction of an arsenic removal facility to meet federal mandates related to arsenic levels in drinking water.

- The only reimbursement submitted by the federal government to the City to date was for $350,000 and this was done in 2008.

- Past U.S. Army Corps of Engineers staff has indicated reimbursement to the City is subject to Congress appropriating necessary funds.

Last summer Congressman Lujan tried to amend the Energy and Water Appropriations Bill in order to increase funding for the U.S. Army Corps of Engineers so they can reimburse local governments for infrastructure projects. The amendment failed in the appropriations subcommittee.

Due to the fact that the City has not been reimbursed for these funds:

• Cash from other funds had to be used for the project and legally needs to be repaid
• Interest on these funds has been foregone
• The City's Auditor required the City to show a bad debt expense in federal grants on the City's Annual Financial Statements
• During various bond rating reviews, the rating agencies placed this issue on their radar for the outlook of the City's bond rating; the City relies heavily on maintaining a strong credit rating in order to minimize its cost of capital in accessing capital markets to fund

needed infrastructure
• Beginning with the FY 13 midyear budget, $200,000 in each budget has been set aside in the Water/Wastewater Utility budget to establish a reserve for the more than $6 million in grant funds owed. $200,000 will continue to be set aside in each budget until the reserve reaches the full amount owed or until the City is reimbursed. Money set aside to date is $200,000 in the FY 13 midyear budget, $200,000 in FY 14 budget and $200,000 for the reserve is in the current FY 15 budget.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Shonna Ybarra, Purchasing Specialist
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 891-5044
sybarra@ci.rio-rancho.nm.us

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Sunday, July 13, 2014	
Deadline to Submit Written Questions	Potential Offerors	Monday, August 04, 2014	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, August 07, 2014	5:00 PM
Deadline to Submit Proposals	Offerors	Thursday, August 14, 2014	10:00 AM

*Offerors will be notified by the Purchasing Department if a scheduled interview/presentation and/or Best and Final Offer request are necessary.

2.2.1 Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2 Pre-Proposal Conference. A pre-proposal conference will not be held for this solicitation.

2.2.3 Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver

or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4 Written Questions and RFP Amendments. Written questions as to the intent or clarity of this RFP shall be submitted in writing and will only be accepted if received by the date and time specified in the schedule of events. All written questions must be sent by email, fax or mail and addressed to the Point of Contact (see Section 1.4). The City will notify potential Offerors, whose organization name appears on the procurement distribution list, of written responses to written questions and any RFP amendments via electronic mail (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: http://www.ci.rio-rancho.nm.us/index.aspx?NID=169

It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5 Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

City of Rio Rancho
Clerk's Office
Attention: Shonna Ybarra, Purchasing Specialist
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

RFP Title:
Federal Lobbyist Services
RFP 15-AD-003

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, http://www.ci.rio-rancho.nm.us.

2.2.6 Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicted in the schedule of events, or such later date as the City may designate in writing.

2.2.7 Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8 Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho or via telephone, whichever is more convenient, on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9 Award without Discussions. After the committee has selected an Offeror, an award on the basis of the initial proposals may be made without further substantive negotiations, unless negotiations are limited to the price. An award without discussions will only be made if the scope of the offer is accepted as submitted.

2.2.10 Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail.

2.2.11 Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a proposal revision or best and final offer.

2.2.12 Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, proposals will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13 Finalize Contract. The Contract will be finalized with the most qualified Offeror. The selected Offeror shall provide to the City a comprehensive listing of current clients for review to determine compatibility or potential conflicts. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most qualified Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14 Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15 Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

2.3.1.a Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2.3.1.b Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

2.3.1.c Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.

2.3.1.d Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.

2.3.1.e The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.

2.3.1.f Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.

2.3.1.g Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.

2.3.1.h It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the <u>only</u> official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice will be posted to the City's web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP <u>before</u> submitting their proposal.**

2.3.1.i A proposal may be modified or withdrawn in person at any time BEFORE

the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

2.3.2.a. Public information. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.

2.3.2.b. City's Reservation of Rights. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.3.2.c. Clarification. The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

2.3.2.d. Acceptance of Evaluation Methodology. By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.

2.3.2.e. No Reimbursement for Cost. Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.

2.3.2.f. Ethical Conduct. The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.

2.3.2.g. Negotiation of Contract. Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The selected Offeror shall provide to the City a comprehensive listing of current clients for review to determine

compatibility or potential conflicts. The City reserves the right to negotiate all elements of the Contract.

2.3.2.h. Right to Terminate Negotiations. If an agreement cannot be made or compatibility issues/conflicts are identified with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.

2.3.2.i. Modification. Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
  (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  (b) Possesses a current city business registration;
  (c) Maintains its principal place of business within the corporate limits of the city; and
  (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
  (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
  (b) Possesses a current city business registration;
  (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
  (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
  (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
  (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time , shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the join bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of 5 pages. The proposal font

shall not be smaller than 12 point. The Required Information Form, Schedule, Table of Contents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into two clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. **One (1) CD/DVD containing the electronic files of the proposal shall be included with the original proposal submitted.**

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

3.2.5 The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

4.2.1.a The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.

4.2.1.b Disclosure of any Potential Conflicts of Interest**.** A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's

personal interest, or interest of another client. (2)Performing work for a client or having an interest which conflicts with this contract.

4.2.1.c This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Required Cost Proposal. Offerors must submit a detailed cost proposal with the submitted proposal.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Approach to Scope of Work

Provide information about the Offeror's understanding of the services to be provided. Include a well-defined work plan and detailed approach based on the tasks detailed in Exhibit A. Offeror shall convey their understanding of potential pitfalls in delivery of services and strategies to address and prevent these issues. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to these services. Points will also be affected by the Offeror's ability to propose an approach that demonstrates a clear understanding of the scope of these services as defined in this RFP and detailed below.

4.3.2 Quality of Proposal

The Offeror shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in this category.

4.3.3 Experience of Firm

Detail the firm's past experience providing similar services for city and/or county agencies in the United States. Provide information regarding resources and partners to be utilized during the deliver of these services. Points will be awarded based on the Offeror's ability to demonstrate their competency.

4.3.4 References

Provide only three non-City of Rio Rancho references from other public agencies who have received similar services from Offeror. All references shall include contact information including contact name, mailing address, email address, telephone number and fax number. Offeror must provide a brief narrative describing relevant information for each of the three references provided. Points will be awarded based on the City's evaluation of the references provided.

4.3.5 Cost Proposal.

4.3.5.a Offerors must submit a Cost Proposal along with each copy of their proposal submission.

4.3.5.b Cost Proposal Submissions must be submitted in two (2) parts:

4.3.5.b.1 **Part (1) – Objective Cost Analysis.** The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of work (whether billed directly or withheld from revenues collected). The proposal shall include all time and materials with a total "not to exceed" amount. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal.

The evaluation of each Offeror's Cost Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 15 \text{ pts} = \text{Awarded Points}$$

4.3.5.b.2 **Part (2) – Cost Reasonableness.** In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal.

Points will be awarded based on the Offeror's ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal.

5. Scoring Overview

RFP Section	Factor	Points
	Mandatory Requirements – Pass/Fail	
4.2.1	Required Information Form	**Pass/Fail**
4.2.2	Cost Proposal	**Pass/Fail**
	Evaluation Criteria	
4.3.1	Approach to Scope of Work	**50**
4.3.2	Quality of Proposal	**10**
4.3.3	Experience of Firm	**30**
4.3.4	References	**15**
	Cost Proposal Evaluation	
4.3.5.b.1	Objective Cost Analysis	**15**
4.3.5.b.2	Cost Reasonableness	**15**
	Total Points	**135**

Exhibit A
Scope of Work / Specifications
Federal Lobbyist Services
RFP # 15-AD-003

SCOPE OF WORK - General

The awarded consultant shall provide the following services:

a) Represent the City, an as independent contractor, for the purpose of advocating its federal funding goals and priorities to federal agencies and their staff as well as federal elected officials and their staff.

b) Specifically work to obtain approximately $6 million in owed reimburse to the City from the U.S. Army Corps. of Engineers related to a 2007 grant agreement pertaining to construction of an arsenic removal facility.

c) Identify and advise the City on federal programs and available funding the City can apply for related to public infrastructure (e.g., aquifer direct injection, wastewater treatment plant reconstruction to support development/expanding employment base, etc.). Assist the City with applying for the available funding.

d) Consult with the Governing Body, City Manager and designated staff as necessary related to the City's federal funding goals and priorities.

e) Analyze and advise on legislation that may impact the City's federal funding goals and priorities.

f) Recommend and obtain the support of key federal agencies and their staff as well as federal elected officials and their staff related to the City's federal funding goals and priorities.

g) Brief, as appropriate, the Governing Body, City Manager and designated staff on all activities performed hereunder.

h) Submit to the City Manager, upon request and at least once per month, a written report outlining activities and actions taken.

Appendix A
REQUIRED INFORMATION FORM
RFP # 15-AD-003
Federal Lobbyist Services

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST
Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

_____
_____
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_____

_____
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_____
_____
_____
_____

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP # 15-AD-003, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

_____
Name (print):

_____
Signature:

_____
Title:

_____
Date:

Appendix B
Contract No. XX-XX-XXX
Federal Lobbyist Services

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Consultant"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Federal Lobbyist Services, RFP No. 15-AD-003, on_____ _____; and

WHEREAS, the Consultant submitted a proposal in response to RFP No. 15-AD-003 on _____ _____; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP No. 15-AD-003, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Consultant to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Consultant to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year with option to renew for three (3) additional one (1) year terms.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

(d) The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against

all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant shall invoice the City monthly for services provided in accordance with the Consultant's fee schedule included in Exhibit xxxx. Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Consultant (and each agent, employee and contractor employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent consultant performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE

The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement

without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

10. RECORDS AND AUDIT

The Consultant shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

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

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Consultant hereby covenants, warrants and represents 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 its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:	For notice to the Consultant:
City of Rio Rancho	_____
Attn:	_____
3200 Civic Center Circle NE	_____
Rio Rancho, New Mexico 87144	_____
Fax: (505) 891-5762	Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO	[Consultant]
_____	_____
Keith J. Riesberg, City Manager	
Date: _____	Date: _____

APPROVED AS TO FORM:

_____

Jennifer Vega-Brown, City Attorney

Appendix C

LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current city business registration;
(c) Maintains its principal place of business within the corporate limits of the city; and
(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current city business registration;
(c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
(d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

- ☐ Annual revenue $1,000,000.00 or less
- ☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
- ☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN BUSINESS
- ☐ Annual revenue $1,000,000.00 or less
- ☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
- ☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN CONTRACTOR
- ☐ Annual revenue $1,000,000.00 or less
- ☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
- ☐ Annual revenue more than $5,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one)**:

LOCAL BUSINESS AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____%

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date:_____

Resident Veterans Preference Certification

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

Please check one box only:

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

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

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that 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 I and ending on December 31, the following to be true and accurate:

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

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

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

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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

CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES

RFP NO.: 15-AD-003
Federal Lobbyist Services

Appendix D
ACKNOWLEDGMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax**: _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing Specialist
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Phone: (505) 891-5044
Fax: (505) 891-5762
sybarra@ci.rio-rancho.nm.us