



**City of Aztec**

**REQUEST FOR PROPOSALS (RFP)**

AZTEC MUNICIPAL GOLF COURSE MANAGEMENT

**RFP# 2016-550**

**PROPOSAL OPENING DATE/TIME/PLACE:**

Thursday, January 28, 2016, 3:00 P.M.  
City of Aztec Finance Conference Room  
201 W Chaco  
Aztec, NM 87410

**FINAL DATE FOR QUESTIONS**

Wednesday, January 20, 2016 10:00 AM

**Tentative Commission Approval Date**

February 23, 2016

For further information contact:

Kathy Lamb  
Finance Director  
City of Aztec  
Phone: 505-334-7653  
Fax: 505-334-7649  
email: [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

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**RFP 2016-550 Aztec Municipal Golf Course Management  
ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX C.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than January 20, 2016 3:00 PM. Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Respondent written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Kathy Lamb  
RFP 2016-550 Aztec Municipal Golf Course Management  
City of Aztec  
Purchasing Office  
201 W Chaco, Aztec NM 87410  
Phone: 505-334-7653  
Fax: 505-334-7649  
E-mail: klamb@aztecnm.gov

# QUALIFICATIONS BASED PROPOSALS SUBMITTAL FORM

RFP #2016-550 Aztec Municipal Golf Course Management

## REQUIRED INFORMATION

COMPANY NAME/ADDRESS/CITY/STATE/ZIP

CONTACT PERSON

TELEPHONE NUMBER

TITLE

EMAIL ADDRESS

If a corporation, state of incorporation: \_\_\_\_\_

**In-State Preference will be applied only to those in-state certified businesses that have completed the following:**

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # \_\_\_\_\_ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

**Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this RFP:**

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # \_\_\_\_\_. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

**IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED.**

As required by 13-1-111 NMSA 1978 the City of Aztec (City) is requesting qualifications-based proposals for professional services pursuant to Sections 13-1-120 to 13-1-124, NMSA 1978.

Sealed proposals will be received until **Thursday, January 28, 2016, 3:00 P.M. MDT** and then opened at the **City of Aztec Finance Conference Room**. 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.

Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written notice on company letterhead.

Respondents submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award. The City will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the City Commission for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Respondent or Respondents whose proposal is most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The City reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the City of Aztec

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Respondent has read and understands the scope and conditions of the proposal.

The Respondent further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Respondent certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

If applicable, RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

***To be a valid proposal, Bidder must sign here:***

***Title***

\_\_\_\_\_

**RETURN THIS FORM WITH YOUR PROPOSAL**

NOTICE TO OFFERORS  
City of Aztec, NM  
AZTEC MUNICIPAL GOLF COURSE MANAGEMENT  
RFP # 2016-550  
Closing Date: Thursday, January 28, 2016 3:00 P.M.

The City of Aztec, NM is requesting qualification based proposals for Management of the Aztec Municipal Golf Course. RFP documents may be obtained online by accessing the City's purchasing webpage through [www.aztecnm.gov](http://www.aztecnm.gov) or by contacting Kathy Lamb at (505) 334-7653 or [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov). Sealed proposals will be received by the Purchasing Office at 201 W. Chaco, Aztec, New Mexico 87410, until the hour of 3:00 p.m. on January 28, 2016.

Publication Date: January 13, 2016, Farmington Daily Times  
January 15, 2016, TALON

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed qualification based proposals to manage, operate and maintain the City of Aztec Municipal Golf Course Pro shop, clubhouse, driving range and snack bar located in San Juan County, New Mexico.

The successful offeror will enter into a one year Operating Agreement and will have the potential to renew the Operating Agreement for four additional years for a total of five years. Agreement extensions may either be on an annual basis or two year increments at the sole discretion of the City. The extensions will occur at least 60 days prior to the end of the current Agreement.

## **B. BACKGROUND INFORMATION**

The City of Aztec Municipal Golf Course (AMGC) is located 1.2 miles out of the municipal boundaries of the City of Aztec in San Juan County, New Mexico. The 18-hole facility was designed by Jim Casey in 1961 and offers beautiful southwestern views from all around the course. The property includes a pro shop, cart barn, maintenance buildings, a pavilion that seats up to 30, and a full service restaurant. The restaurant offers breakfast, lunch, and dinner options as well as a full alcohol license (serving beer, wine, and mixed drinks). Aztec Municipal Golf Course offers a year round challenging course.

The City of Aztec signed a 2 year lease with the property owners to lease this golf course. With this agreement, the City has agreed to make a number of improvements to the property. These improvements include changes to the cart paths, cleaning around the course, adding a driving range, and adding 40 brand new gas powered golf carts.

This course is one of 3 government operated courses within San Juan County, New Mexico. Along with Riverview Golf Course (San Juan County) and Piñon Hills Golf Course (Farmington), these three courses offer one of the best three play golf outings within the Four Corners Region (Arizona, Utah, New Mexico, and Colorado).

## **C. DESCRIPTION OF PROJECT**

The City is seeking an Operator that has experience and knowledge in operating golf course Pro shops, clubhouses, driving ranges and snack bars, is financially stable, and shows strength in customer service commitment and employee performance. As consideration for entering the Operating Agreement, the successful bidder will receive annual compensation of \$35,000 and pay the City a percentage of its annual gross revenue earned from clubhouse snack bar operations (food sales 50%, alcohol sales 50%), retail sales (50%) and driving range sales (50%). The successful bidder will also be responsible for the collection and remittance of all course fees due, prepare daily revenue reports and make deposits per City Policy. It is the goal of the City to continue the safe and efficient operation of the Golf Course Property. The successful bidder will have daily control over the Golf Course Pro shop, clubhouse, snack bar and driving range and will be responsible for their full time operation and daily general maintenance of the Pro shop, clubhouse and snack bar.

The City will be responsible for the structural maintenance of all buildings including the roof, sewer and heating/cooling equipment associated with the buildings. The City will retain responsibility for the operation and maintenance of the golf course grounds.

The successful bidder will be responsible to maintain all appliances and equipment located within the Pro shop and snack bar in good repair and appearance.

**DUTIES AND REQUIREMENTS:**

1. Supervision of the starting of play by golfers
2. Collection and remittance of greens fees, cart fees, membership fees and tournament fees due the City per City of Aztec policy.
3. Provision of rental equipment, (i.e. pull carts, clubs)
4. Deliver carts to starting area; return carts to storage area each evening; clean carts; Coordinate cart maintenance with Superintendent; account for all carts at end of the day; collection of fees for use of carts.
5. Supervision of play on the course (rangers).
6. Competent golf instruction for a variety of skill levels.
7. Provision of supplies in the Pro shop.
8. Provision of range balls (when applicable).
9. Maintenance of handicapping system
  - a. Keep accurate records so that handicaps may be computed on a regular basis; record changes requested by users on required forms; and administer USGA Handicap Rules & regulations.
10. Hiring and supervision of all necessary staff to accomplish duties in the Pro Shop, snack bar, clubhouse and golf course play procedures.
11. Enforcement of all rules and regulations relative to the golf course.
12. Operate and maintain a reputable pro shop and practice range (when applicable)
  - a. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
  - b. Provide range balls that are in a reasonable condition for rental; develop convenient system for dispensing and collecting range balls; keep range tee area neat (when applicable)
13. Maintain a close professional relationship with the City Parks and Recreation Director.
14. Promote, organize and operate golf tournaments
  - a. Tournaments - Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning

carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions.

15. Coordinate with private groups for golf tournaments
16. Actively promote golf through clinics, films, educational seminars, etc.
17. Actively promote the Junior Golf Program and the San Juan County First Tee Program
  - a. Prepare and plan Junior golf programs, clinics and junior tournaments.
  - b. Provide an active program to assist the High School Golf Team to improve and grow their programs by working directly with the coach. This will include free play during the Golf Seasons (Spring and Fall). Golf Team will coordinate tee times as not to disrupt Golf Course Operations.
18. Meet with and provide input to the Aztec Municipal Golf Course Association.
19. Operate the bar and restaurant in the clubhouse.
  - a. Maintain a clean, efficient, and sanitary operation with a variety of food and beverage choices to suit a variety of customers.
20. Maintain the pro shop and clubhouse facilities and restrooms in a clean and sanitary manner. Provide all the necessary cleaning supplies and equipment to maintain the facilities according to Aztec General Services Department standards.
21. Maintain all necessary licenses, permits, and certifications
22. May provide other services which are closely connected to the playing of golf
23. Aggressive marketing of the Golf Course and it's amenities.

#### **LEASE OF ALCOHOLIC BEVERAGE LICENSE**

1. The City agrees to lease its governmental license to sell alcoholic beverages at the Course during the term of the Agreement. The qualified bidder agrees to terms and conditions as may be set forth in law and regulation including, but not limited to those promulgated by the Alcohol and Gaming Division, Department of Regulations and licensing, State of New Mexico. The qualified bidder agrees and warrants that during the term of the Agreement it will not give authority to other parties to sell alcoholic beverages from anywhere on the course.
2. Operator will be required to obtain liquor liability coverage.

#### **HOURS OF OPERATION**

1. The primary operating period shall be daily, daylight to dusk, seven days per week, weather permitting. The golf course schedule may be adjusted during the months of November through March, if the use of the golf course may cause damage to the greens, tees, or other turf areas. Changes to the operating schedule can be made only with the written approval of the City of Aztec.
2. The restaurant and bar will have the same hours of normal operation as the golf course, except the service of liquor as restricted by State Statutes.

## **UTILITIES**

Existing utilities: telephone, internet, electric, gas, water, sewage/garbage, and cable will remain with the City. Expansion of or additional utilities will be coordinated with the City and may be the responsibility of the management firm.

## **INSURANCE REQUIREMENTS**

1. Commercial General Liability insurance with not less than the following limits shall be provided by the Management firm:
  - a. General aggregate: \$1,000,000.
  - b. Completed operation aggregate \$1,000,000.
  - c. Personal and advertising- injury \$1,000,000 each occurrence.
  - d. Fire damage: \$1,000,000: Medical expense \$5,000.

NOTE: All coverage described above will be obtained by the successful proposer at his/her cost.

2. Workers compensation insurance shall be required under the Laws of the State of New Mexico.
3. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
  - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
  - b. Property damage: \$500,000 per accident

## **RECORDS AND AUDITS**

The management firm shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the golf course, which method is subject to review by the City. The management firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. The management firm shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the Terms of the Contract.

## **EXPERIENCE**

- a. The qualified bidder must be a Class A PGA Golf Professional.
- b. The City prefers the bidder have at least five (3) years experience in Golf operations and general management.
- c. Professional references covering the last three (3) years of related work history are required.
- d. Information relative to promotional abilities is encouraged. Specific examples will be viewed most favorably, such as tournaments, Junior Golf activities, Seniors Golf, examples of increased play, etc.

## **D. PROCUREMENT SPECIALIST**

1. The City of Aztec Procurement Specialist responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kathy Lamb, Finance Director  
Address: City of Aztec Purchasing Office  
201 W Chaco  
Aztec NM 87410

Telephone: (505) 334-7653  
Fax: (505) 334-7649  
Email: klamb@aztecnm.gov

2. All deliveries of responses via express carrier, regular mail, or hand delivery must be addressed as follows (City of Aztec is NOT located in a guaranteed delivery area):

Name: Kathy Lamb  
Reference RFP Name: RFP 2016-550 Aztec Municipal Golf Course Management  
Address: City of Aztec Purchasing Office  
201 W Chaco  
Aztec NM 87410

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Specialist. Respondents may contact **ONLY** the Procurement Specialist regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the Purchasing Office.
4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Specialist be considered properly submitted.

## **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Addendum**” means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, correct, or changes the Request for Proposals. Plural: addenda

“**Agency**” means the City of Aztec.

“**Authorized Purchaser**” means an individual authorized by the City to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**City**” means the City of Aztec.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contractor**” means any business having a contract with the City.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Respondents’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Specialist and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means a Respondent who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Respondent’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Respondent.

**“Respondent”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Specialist”** means any person or designee authorized by the City of Aztec to enter into or administer contracts and make written determinations with respect thereto.

**“Purchasing Office”** means the City of Aztec allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Respondent”** means an Respondent who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

**“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Specialist. By submitting a proposal, the Respondent agrees to and concurs with this process and accepts the determination of the Procurement Specialist in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Respondents’ company.

**“State (the State)”** means the State of New Mexico.

**“Statement of Concurrence”** means an affirmative statement from the Respondent to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in

Respondents proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Respondent would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

#### **F. PROCUREMENT LIBRARY**

A procurement library has been established. Respondents are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Specialist and scheduling an appointment. The library contains information listed below:

Procurement Library: <http://www.aztecnm.gov/purchasing/office.html>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	City	January 11, 2016
2. Acknowledgement of Receipt Form	Potential Respondents	January 20, 2016
3. Deadline to submit Questions	Potential Respondents	January 20, 2016
4. Response to Written Questions	Procurement Specialist	January 20, 2016
<b>5. Submission of Proposal</b>	<b>Potential Respondents</b>	<b>January 28, 2016</b>
6. Proposal Evaluation	Evaluation Committee	February 1 – 4, 2016
7. Selection of Finalists	Evaluation Committee	February 4, 2016
8. Oral Presentation(s)	Finalist Respondents	February 9, 2016
9. Finalize Contractual Agreements	City/Finalist Respondents	February 15, 2016
10. Contract Awards	City/ Finalist Respondents	February 23, 2016
11. Protest Deadline	City	+15 days

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Aztec on January 11, 2016.

#### 2. Acknowledgement of Receipt

Potential Respondents should email, hand deliver, return by facsimile or mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Specialist by 3:00 pm MST or MDT on January 20, 2016.

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

### **3. Deadline to Submit Written Questions**

Potential Respondents may submit written questions to the Procurement Specialist as to the intent or clarity of this RFP until January 20, 2016 10:00 AM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Specialist as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Respondents whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Respondent's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:  
<http://www.aztecnm.gov/purchasing/office.html>.

### **5. Submission of Proposal**

ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON January 28, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2016-550 Aztec Municipal Golf Course Management. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Respondent organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Respondents during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Specialist may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

### **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Specialist will notify the finalist Respondents as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **8. Oral Presentations**

Finalist Respondents may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and Purchasing Office.

## **9. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Respondent(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City Purchasing Office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Respondent in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Respondent(s) without undertaking a new procurement process.

## **10. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the City Purchasing Office will recommend award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Purchasing Office.

The contract shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City approval.

## **11. Protest Deadline**

Any protest by a Respondent must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Kris Farmer  
Protest Manager  
201 W Chaco  
Aztec NM 87410

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in Submittal Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

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

### **6. Respondent's Rights to Withdraw Proposal**

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

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

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Respondent is invited or required to submit one.

## 8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the City. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Specialist will not disclose or make public any pages of a proposal on which the potential Respondent has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
  - b. Confidential data is restricted to:
    1. confidential financial information concerning the Respondent's organization;
    2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
    3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

## 9. No Obligation

This RFP in no manner obligates the City of Aztec to the use of any Respondent's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

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

## 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The City requires that all Respondents agree to be bound by the General Requirements contained in this RFP. Any Respondent's concerns must be promptly submitted in writing to the attention of the Procurement Specialist.

### 13. Governing Law

This RFP and any agreement with a Respondent which may result from this procurement shall be governed by the laws of the State of New Mexico.

### 14. Basis for Proposal

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

### 15. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the City reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Respondent. The contents of this RFP, as revised and/or supplemented, and the successful Respondent's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should a Respondent object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Respondent must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Respondent's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the City and will result in disqualification of the Respondent's proposal.

Respondents must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If a Respondent fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Respondent), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Respondent) is an **explicit agreement** by the Respondent that the contractual terms and conditions contained herein are **accepted** by the Respondent.

## **16. Respondent's Terms and Conditions**

Respondents must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Respondent), will be discussed only between the City and the Respondent selected and shall not be deemed an opportunity to amend the Respondent's proposal.

## **18. Respondent Qualifications**

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

## **19. Right to Waive Minor Irregularities**

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

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

## **21. Notice of Penalties**

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

## **22. City Rights**

The City in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Respondent's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Respondents and contractors must secure from the City written approval prior to the release of any information that pertains to the

potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or removal from the contract.

#### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City.

#### **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Purchasing Office's written permission.

#### **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

#### **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Respondent's possession and the version maintained by the City, the Respondent acknowledges that the version maintained by the City shall govern. Please refer to:

<http://www.aztecnm.gov/purchasing/office.html>

#### **28. Campaign Contribution Disclosure Form**

Respondent must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the identified official positions. Failure to complete and return the signed unaltered form will result in disqualification.

#### **29. EEO Statement**

The City of Aztec is committed to the policy that all persons have equal access to its programs, facilities and employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or veteran status.

#### **30. Submittal Form**

Respondent's proposal must be accompanied by the Submittal Form located on Page 2 which must be completed and signed by an individual person authorized to obligate the company.

### 31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the City of Aztec for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- B. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- C. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- D. The Contractor shall provide immediate written notice to the City Purchasing Office if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- E. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Respondent nonresponsive.

- F. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- G. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City of Aztec Purchasing Office. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City of Aztec may terminate the involved contract for cause. Still further the City Purchasing Office may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City Purchasing Office.

### **32. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Respondents must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

#### **B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Respondent should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP, APPENDIX B.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Respondents shall submit only one proposal in response to this RFP.

#### **B. NUMBER OF COPIES**

One (1) ORIGINAL, two (2) identical HARD COPIES, and one (1) electronic copy of the proposal. **The electronic version/copy can NOT be emailed.**

#### **C. PROPOSAL FORMAT**

All proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the document. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box bearing:

##### **RFP 2016-550 Aztec Municipal Golf Course Management**

Original proposal, hard copies and electronic copy must be received no later than the time and date indicated in Section II.B.5.

Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Respondent. Legibility, clarity, and completeness are essential. An 8-1/2" x 11" format is required for typed submissions and an 11" x 17" format may be used for illustrations. Submittals may utilize either single-sided or double-sided copying and be bound in a three-ring binder with numbered tab dividers corresponding to the requirements contained in the balance of this section. If double-sided pages are used, each side shall be numbered and counted as separate pages. Any 17" x 11" pages shall be numbered as two pages. Drawings on 24" x 36" sheets shall be numbered as four pages. The page limitation will only be increased by addendum.

#### **D. PROPOSAL OUTLINE**

Respondents to RFPs must adhere to the following outline. Failure to adhere to this outline format or failure to provide all items listed under each topic may result in low evaluation scores by Evaluation Committee members. Maximum page limitation: 30 (single sided).

1. Signed Submittal Form, Page 2 of RFP \*
2. Table of Contents \*
3. Introductory Letter
4. Biography (Company or Individual) including experience
5. Credit and References
6. Marketing Plan

RFP 2016-550 Aztec Municipal Golf Course Management

7. Accounting Plan
8. Contractual Considerations
9. Other Supporting Material (If applicable)
10. Signed Campaign Contribution Form, APPENDIX A of RFP \*
11. New Mexico Preferences (if applicable) APPENDIX B of RFP \*

Tabs and \* items do not count towards maximum page limitation

Within each section of the proposal, Respondents should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

## IV. EVALUATION

### A. PROPOSAL EVALUATION

All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Specialist may contact the Respondent for clarification of the response as specified in Section II. B.7.

The Selection Committee will review each Offerors proposal. Points will be allocated, by each member, as outlined in below (Evaluation Criteria). Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

The Selection Committee may hold interviews with the highest-ranked proposals if deemed necessary. The Selection Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Selection Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.

### B. EVALUATION CRITERIA

A maximum total of 110 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection.

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

#### **Category 1: Experience – 40 points**

The experience of the management firm in managing and operating a first-class 9 or 18 hole public golf course. As used in this criteria, the term "first-class" shall mean a comparably sized public golf course at which the quality of grounds maintenance, conditions of play and course amenities are of at least the equivalent or better quality than that found at the Aztec Municipal Golf Course.

- i. Highly Advantageous (40) -More than five (5) years experience by the management firm at a public golf course meeting the criteria set forth above, which course generated income for the community, remaining affordable for the public, and improving the golf course facilities.
- ii. Advantageous (25)-Three (3)years experience by the management firm at a public golf course meeting the criteria set forth above, which course generated income for the community while remaining affordable for the public.
- iii. Not Advantageous (10) -Less than three (3) years experience by the management firm; or experience involving operation of a less than first class public golf course under the criteria set forth above; or experience involving operation of a public golf course, first class or otherwise, which failed to generate income.
- iv. Unacceptable (0) -No experience in the management, maintenance or operation of a 9 or 18 hole public golf course.

#### **Category 2: Credit and Other References - 10 Points**

- i. Highly Advantageous (10) - Three (3) or more golf industry references which indicate superior quality of performance; and a good credit rating showing that management firm makes timely payments of its bills, taxes and does not have excessive debt.
- ii. Advantageous (7) - Less than three (3) golf industry references; or golf industry references which indicate only good quality of performance, or a fair credit rating.
- iii. Not Advantageous (3) - Less than three (3) golf industry references and golf industry references which indicate only fair quality of performance; or a poor credit rating.
- iv. Unacceptable (0) - No information provided from golf industry references or credit report; or a credit report indicating failure by the management firm to remain current in payment of bills or excessive debt; or a failure by the management firm to make timely payment of all applicable taxes.

### **Category 3: Marketing Plan - 40 points**

The management firm's marketing plan to increase golf course revenues and the percentage of play by local residents and out of town visitors.

- i. Highly Advantageous (40) - A plan which sets forth three (3) or more specific marketing incentives that will reasonably insure an increase in revenue and play. Such plan would involve no cost to the City of Aztec.
- ii. Advantageous (25) - A plan which sets forth less than three (3) specific marketing incentives or sets forth incentives which are somewhat speculative in effect. Such plan would involve no cost or minimal cost to the City of Aztec.
- iii. Not Advantageous (10) - A plan which sets forth specific incentives or sets forth incentives which are either unclear, poorly presented or speculative in effect. Such plan would involve cost to the City of Aztec.
- iv. Unacceptable (0) - No plan; or a plan which involves considerable cost to the City of Aztec.

### **Category 4: Accountability of Revenues - 10 points**

The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the golf course.

- i. Highly Advantageous (10) - A plan which specifically details an accurate method for recording and accounting or revenues in each department; and includes a comprehensive report describing the manner in which these revenues are reported to the City of Aztec and how the amounts can be verified by the City of Aztec; and identifies the person who would be submitting this information to the City of Aztec.
- ii. Advantageous (7) - A plan which generally details an accurate method for recording and accounting or revenues in each department; and includes a comprehensive report describing the manner in which these revenues are reported to the City of Aztec and how the amounts can be verified by the City of Aztec; and identifies the person who would be submitting this information to the City of Aztec.
- iii. Not Advantageous (3) - A plan which generally details an method for recording and accounting or revenues in some or all departments; and includes a report describing the manner in which these revenues are reported to the City of Aztec and how the amounts can be verified by the City of Aztec; the plan may not identify the person who would be submitting this information to the City of Aztec.
- iv. Unacceptable (0) - A poor or no plan is submitted; or does not sufficiently describe an accurate method for recording and accounting or revenues in each department; or does not have a method for the City of Aztec to verify the accuracy of numbers submitted; or does not identifies the person who

would be submitting this information to the City of Aztec.

**Category 5: In-State Preference OR Veterans Preference – 10 Points**

Application of In-State/Veterans Preference

Offeror shall include in-state preference certificates for themselves and for any sub-contractors listed in the proposal.

Pursuant to Section 13-1-21(C)(2), NMSA 1978, When a public body makes a purchase using a formal request for proposals process:

1. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate.
2. The City’s RFP award process is based on a point system, with 100 points possible. With the in-state preference applied, 105 points will be possible.

Pursuant to Section 13-1-21(D), NMSA 1978, When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this section 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 nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Businesses
Firm Name, Location Of Non-Resident Businesses
Work to be Performed
% of Work Performed Compared to Total Scope

Points shall be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran’s business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran’s preference will not be extended without the certificate from TRD and the attached Resident Veterans Preference Certification.

This preference is separate from the in-state preference and is not cumulative with that preference.

**C. EVALUATION PROCESS**

1. All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist may contact the Respondent for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Respondents with the highest scores will be selected as finalist Respondents, based upon the proposals submitted. The responsible Respondents whose proposals are most advantageous to the City taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

#### **D. ORAL PRESENTATION**

If selected as a finalist, Respondents agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the City. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

**APPENDIX A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**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.

“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 MADE TO:** Mayor Sally Burbridge, Mayor-ProTem Sherri A. Sipe, Commissioner Roberta S. Locke, Commissioner Katee McClure, or Commissioner Sheri L. Rogers.

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)

**APPENDIX B: RESIDENT VETERANS CERTIFICATION**

# New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (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 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 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 \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 termination of award of the procurement involved if the statements are proven to be incorrect.

# APPENDIX C: SAMPLE OPERATING AGREEMENT

## CITY OF AZTEC OPERATING AGREEMENT FOR GOLF COURSE MANAGEMENT

This agreement for services is by and between the **City of Aztec** (hereinafter called "**City**"), and \_\_\_\_\_ (hereinafter called "**Contractor**").

**WHEREAS** The City wishes to engage the contractor to provide management services for operation of the Aztec Municipal Golf Course on a management fee basis.

**NOW THEREFORE** the parties do mutually agree as follows:

### 1. SCOPE OF WORK

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed in RFP 2016-550 Aztec Municipal Golf Course Management and included as Exhibit "A".

### 2. TIME OF PERFORMANCE

The contract shall have an initial one (1) year term with possible additional terms for a total of a five-year (5) year contract. Services of the Contractor shall commence on \_\_\_\_\_ and complete on \_\_\_\_\_. Such services shall be continued in such sequences as to assure their relevance to the purposes of this Contract. However, it is understood that this Contract cannot be extended beyond a five (5) year term.

### 3. ACCESS TO INFORMATION

It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the work outlined in this Agreement, shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Agreement.

### 4. COMPENSATION AND METHOD OF PAYMENT

The compensation package is based on the proposed and agreed upon compensation provided in the RFP and included as Exhibit "B".

### 5. OWNERSHIP OF DOCUMENTS

All documents prepared as a part of this Agreement, including original drawings estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents

### 6. SUPERVISION

The Contractor shall report and take direction from the City Parks and Recreation Director.

**7. CLAIMS**

The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses and costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group. The Contractor also agrees to pay any and all claims for wages and benefits for any employees hired by the Contractor.

**8. NO AGENCY RELATIONSHIP CREATED**

No agency relationship is created by the formation of the contract. The Contractor shall not be considered an express or implied agent of the City. The Contractor shall not bind the City to any contracts with third parties and will not name the City as a party to a contract with a third party without the express written consent of the City. Further, in the event the Contractor, in his individual capacity, contracts with a third party, the Contractor shall specifically advise said third party that the Contractor is not acting as an agent of the City.

**9. BRIBES, GRATUITIES AND KICKBACKS**

Pursuant to SS13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including SS30-41-1 through SS30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities and violation off which constitutes a felony. Further, the Procurement Code (SS13-1-28 through SS13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**10. ADDRESS OF NOTICES AND COMMUNICATIONS**

**CITY:** City of Aztec  
Purchasing Office  
201 W Chaco  
Aztec, NM 87401

**CONTRACTOR:**

**11. CAPTIONS**

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determine its interpretation or application.

## 12. TERMS AND CONDITIONS

- a) **Termination of Contract for Cause** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
1. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.
- b) **Termination for Convenience of the City** - The City or the Contractor may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the Contractor. If the Agreement is terminated as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, paragraph 12a), hereof relative to termination shall apply.
- c) **Changes** - The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- d) **Personnel** -
1. The Contractor represents that he/she, or will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any Agreemental relationship with the City. Such personnel shall be compensated solely by the Contractor.
  2. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.
- e) **Assignability** - The Contractor shall not assign any interest in this contract (whether by assignment or notation), without the prior written consent of the City. However, claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

- f) **Reports and Information** - The Contractor shall on a monthly basis provide a report to the Advisory Board and City Manager. Said report shall provide the information in Exhibit "C" and which may be modified by the City Parks and Recreation Director at his/her discretion so long as the information pertains to the work or services undertaken pursuant to this Agreement. Said reports shall include but not limited to a Gross Receipts Tax (GRT) Report which shall describe in detail the amount of GRT the Contractor has paid in the previous month or reporting period. The costs and obligations incurred or to be incurred in connection with the reports and information required herewith, are the responsibility of the Contractor.
- g) **Records and Audits** - The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted in writing by the City.
- h) **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- i) **Copyright** - No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- j) **Compliance with Local Laws** - The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- k) **Equal Employment Opportunity** - During the performance of this Agreement, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and provisions of this non-discrimination clause.
  2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  3. The Contractor will cause the foregoing provisions to be inserted in all subAgreements for any work covered by this Agreement so that such provisions will be binding upon each subagreementor, provided that the foregoing provisions shall not apply to Agreements or subagreements for standard commercial supplies or raw materials.
  4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  6. In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The Contractor will include the provisions of paragraphs (a) through (g) in every subagreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subagreement or vendor. The Contractor will take such action with respect to any subagreement or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for non-compliance.
- l) **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - m) **Interest of Members of the City** - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Contractor shall take appropriate steps to assure compliance.
  - n) **Access to Records** - The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts transcriptions or copies. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
  - o) **Right of Inspection** - The City shall retain the right to inspect work in progress at any time during the term of the contract.
  - p) **Compliance with all Federal Work Standards** - The Contractor shall cooperate and coordinate its activities with the City to provide the training to ensure that the Golf Course employees comply with all federal work standards including OSHA standards.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

By: \_\_\_\_\_  
Joshua W. Ray  
City Manager

Date: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Karla Saylor City Clerk CMC

Date: \_\_\_\_\_

APPROVED TO FORM:

\_\_\_\_\_  
Larry T. Thrower, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

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NM Taxpayer Identification Number

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Federal Taxpayer Identification or  
Social Security Number