**City of Lovington**



# REQUEST FOR PROPOSALS

**Lease of Lovington Veterinary Clinic and additional Contract Services**

**3633 S. Main Street**

**Proposal Due Date & Time: November 13, 2023**

**10:00 AM (MST)**

**SUBMIT BID PROPOSALS TO:**

Melissa Tice

RFP 2023-098 Lease of Lovington Veterinary Clinic and additional Contract Services

City of Lovington, Finance Office

214 S. Love St., Lovington NM 88260

Phone: 575-396-2884

E-mail mtice@lovington.org

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1. **INTRODUCTION**
2. **PURPOSE OF REQUEST FOR PROPOSALS**

The City of Lovington is accepting proposals from qualified Veterinarians to lease the real property, known as the Lovington Veterinary Clinic, located at 3633 S. Main Street, Lovington New Mexico. This facility has approximately 1,475 square feet of area utilized for veterinary practice. The facility offers examination rooms, reception and office area, prep room, surgical suite, computer workstations and server, dental machine, microscope, along with a variety of surgical tools. The successful Lessee will serve as the City of Lovington Supervising/Consulting Veterinarian. Supervising Veterinarian will assist with overall health of all animals, and protocols for policy and procedures for Shelter, along with treatment plan of action for injured, and sick animals. Additionally the vet will provide care for treatment of all shelter animals when necessary, and take calls at reasonable hours to assist with problems as they arise. Supervising Veterinarian will oversee all medications and approve ordering of all medications. The City will provide all medications, vaccinations and supplies to provide care for shelter animals and low cost spay neuter clinic. Supervising Veterinarian will provide minimum of 8 hours for spay/neuter services, and two (2) shot clinics per year; specific dates and times to be coordinated with Animal Protection Servies Supervisor. The city will provide staff and/or volunteers to assist during shelter surgery and shot clinics. Additionally, services will include performing health certificate examinations of animals that will be crossing state and international boarders on rescue transports, along with rabies vaccinations. The agreement does not constitute an employment agreement. The veterinarian is an independent contractor and not an employee of the City of Lovington.

**Addition services such as spay/neuter, health certificates and the fee for supervising/consulting veterinarian services are also being requested in this proposal request.**

1. **BACKGROUND INFORMATION**

The City of Lovington Veterinary Clinic and Lovington Animal Shelter is located at 3633 S. Main St, Lovington, NM. The Clinic provides space for operations of a veterinary business. The Lovington Animal Shelter provides shelter for animals which largely consists of animals coming in as strays and roaming animals.

The City of Lovington Animal Protection Services’ mission is to protect, promote and enhance the health, safety, and quality of life for companion animals and people within Lovington.

The Shelter accepts animals from the city of Taum, and North Lea County residents. Animals are also accepted from owners who can no longer keep their pets when space is available. The Shelter may also accept animals from other jurisdictions outside of Lovington if sufficient resources are available for additional animals.

Our goal is to:

Increase Animal and Public Safety

Improve Animal Welfare

Eliminate Euthanasia of Adoptable Animals

Increase the number of Animals Returned to Owners

Increase Responsible Pet Ownership

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| --- |
| Annual Volume |
|

|  |  |  |  |
| --- | --- | --- | --- |
| 2019 | 2020 | 2021 | 2022 |

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| --- |
| INTAKE |

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|  |  |  |  |
| --- | --- | --- | --- |
| Dogs Cats | Dogs Cats | Dogs Cats | Dogs Cats |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| 1239 | 215 | 970 | 160 | 891 | 131 | 814 | 184 |
|  |  |  |  |  |  |  |  |

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|  |  |
| --- | --- |
|

|  |
| --- |
| Adopted /Rescues |

 |
|

|  |  |  |  |
| --- | --- | --- | --- |
| Dogs Cats | Dogs Cats | Dogs Cats | Dogs Cats |

 |
|

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 956 | 139 | 681 | 113 | 611 | 52 | 467 | 96 |
|  |  |  |  |  |  |  |  |

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1. **Term of agreement**
2. It is the City’s intent to enter into an agreement with a selected Contractor(s) to lease real property known as the Lovington Veterinary Clinic and provide Veterinary Services as is determined to be in the best interest of the City.
3. The fee proposal, as negotiated prior to contract execution (if required), shall be the final unit price under the terms of this contract, for the initial term of the contract.
4. The maximum proposed term of the contract for lease of real property and Veterinary Services, including contract renewals, is for a total of four (4) years. The initial term of the contract will be one (1) year, from the date of award, with an option of three (3) automatic one-year renewals.
5. In the event the City does not opt to renew the contract as stated under Sec C (3) above; or the City and Contractor are unable to reconfirm or renegotiate unit rate for another term, the City shall have the option of extending this contract at the current rates for a period of three months total for the purpose of completion of services started prior to current contract expiration or until a new contract can be established.
6. **PROCUREMENT MANAGER**
7. The City of Lovington has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

 Name: Melissa Tice

 Address: 214 S Love St, Lovington, NM 88260

 Telephone: 575-369-2884

 Email: mtice@lovington.org

1. All deliveries of responses via express carrier must be addressed as follows:

 Name: Melissa Tice

 Reference RFP Name: **RFP 2023-098**

Address: City of Lovington, Finance Office

 214 S. Love St, Lovington NM. 88260

Please note, Lovington, New Mexico is not a guaranteed delivery area by express carriers. Responses must be received by the due date and time to be considered, not the date when delivered to carrier. The City is closed on Fridays at 12 pm ( MST) ; documented attempted deliveries by the carrier may be considered as timely responses IF provided by the date and time proposals are due.

1. Any inquires or request regarding this procurement should be submitted, in writing, to the Procurement Manage. Respondents may contact ONLY the Procurement Manager regarding this procurement. Other city employees of selected Committee members do not have the authority to respond on behalf of the Purchasing Office. Protest of the solicitation or award must be delivered by mail to the Pretest Manager. As A Protest Manager has been names in this Request for Proposal, pursuant to NMSA 1978, 13-1-172, ONLY protest delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly ad in accordance with statue, rule and this Request for Proposals. Emailed protest will not be considered as properly submitted nor will protests delivered to the Procurement Manger be considered properly submitted.
2. **INFORMATION PROVIDED BY THE CITY**
3. Respondents are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Respondent rely on any oral statement.
4. 2. Should a Respondent find discrepancies in, or omission from, this RFP and related documents, or should Respondent be in doubt as to meaning. Respondent shall immediately notify the City’s designated representative and, if necessary, written addenda will be emailed to each Respondent who has returned the “Acknowledgement of Receipt” from Appendix A. Each Respondent requesting as interpretation will be responsible for such requests to the City’s designated representative in writing as outlined in the RFP. The city will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.
5. **DEFINITION OF TERMINOLOGY**

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

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

“Agency” means City of Lovington

“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 7:30 AM thru 5:00 PM Monday thru Thursday and Friday 7:30 AM thru 12:00PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“City” means the City of Lovington

“Close of Business" means 5:00PM Monday thru Thursday and Friday 12:00PM Mountain Standard or Daylight Time, whichever is in effect on the date given.

“Confidential” means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform 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 contains. The digital form may be submitted using a compact disc (cd) or USB 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 Manager 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.

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

“Purchasing Office” means the City of Lovington 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 proposal (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

“Responsible Respondent” means a Respondent who submits a responsive proposal and who had 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” means an officer 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 City 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 accepted is a determination to be made by the Procurement Manager 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.

1. **CONDITIONS GOVERNING THE PROCUREMENT**

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

1. **SEQUENCE OF EVENTS**

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

|  |  |  |
| --- | --- | --- |
| **ACTION** | **RESPONSIBLE PARTY** | **DUE DATES** |
| 1. Issue RFP
 | City |  |
| 1. Pre-Proposal Conference
 | City | None |
| 1. Acknowledgement of Receipt Form
 | Potential Respondents | October 30, 2023 |
| 1. Deadline to submit Questions
 | Potential Respondents | November 6, 2023 |
| 1. Response to Written Questions
 | Procurement Manager | November 8, 2023 |
| 1. **Submission of Proposal**
 | **Potential Respondents** | **November 13, 2023** |
| 1. Proposal Evaluation
 | Evaluation Committee | November 2023 |
| 1. Selection of Finalist
 | Evaluation Committee | November 2023 |
| 1. Best and Final Offers
 | Finalist Respondents | November 2023 |
| 1. Oral Presentation(s)
 | Finalist Respondents | November 2023 |
| 1. Finalize Contractual Agreements
 | City/Finalist Respondents | November 2023 |
| 1. Contract Awards
 | City/Finalist Respondents | November 2023 |
| 1. Protest deadline
 | Protest Manager | +15 days |

1. **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

The RFP is being issued on behalf of the City of Lovington on September 12, 2023.

1. Pre-Proposal Conference

A pre-proposal conference will NOT be held as indicated in the sequence of events.

1. Acknowledgements of Receipt

Potential Respondents should email, hand deliver, return by facsimile or mail the “acknowledgement of Receipt 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 Manager by 5:00PM, local time, on October 30, 2023. 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.

1. Deadline to Submit Written Questions

Potential Respondents may submit written questions to the Procurement Manager as to the intent or clarity of the RFP by November 6, 2023 10:00AM Mountain Stand Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager 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.

1. 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 Sec II.B.3 before the deadline.

1. Submission of Proposal

ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAT **3:00PM** MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **NOVEMBER 13, 2023.** 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 Manager at the address listed in Section I.D.2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2023-098 Lease Agreement Veterinary Services. 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 City signature on the contract(s) resulting from the procurement has been obtained.

Proposals will be reviewed for completeness and compliance with requirements by the Procurement Manager. If any proposal submitted is deemed non-responsive by the Procurement Manager, the Respondent will be notified in writing of such determination and the method of protesting that determination (see Section II.C.1).

1. 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 Manager 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. Discussion SHALL NOT be initiated by the Respondents.

1. Selection of Finalist

Finalist Respondents may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Respondent’s oral presentation.

1. Best and Final Offers

Finalist Respondents may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II.A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Respondent’s oral presentation.

1. 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.

1. 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.

1. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the City Procurement Manager will recommend an 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 Procerement Manager.

The contract shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous proposal may or may not have received the most points. The award is subject to appropriate City approval.

1. 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 statue, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contract(s) and will end at 5:00 PM Mountain Standard Time/Daylight time on the 15th day. Protest 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 ground for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The Protest must be delivered to:

Melissa Tice

Protest Manager

214 S Love St,

Lovington NM. 88260

Protest received after the deadline will not be accepted.

1. **GENERAL REQUIREMENTS**
2. 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 the RFP.

1. Incurring Cost

Any cost incurred by the Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Respondent.

1. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is 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.

1. Subcontractors/Consent

The use of subcontractors may be allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether 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.

1. Amended Proposal

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.

1. Respondent’s Right to Withdraw Proposal

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

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

1. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the sue date foe receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Respondent is invited or required to submit one.

1. Disclosure of Proposal Contents

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 Manager will not disclose or make public any pages of a proposal on which the potential Respondent had stamped or imprinted “proprietary” or “confidential” subject to the following requirements:

1. 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.
2. Confidential data is restricted to:
3. Confidential financial information concerning the Respondent’s organization;
4. 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.
5. 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 Officer shall examine the Respondent’s request and make a written determination that specifies which portion 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.

1. No Obligation

This RFP in no manner obligated the City of Lovington to use any Respondent’s services into a valid written contract is awarded and approved by appropriate authorities.

1. Termination

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

1. 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 affected by sending written notice to the contractor. The City’s decision as to whether sufficient and authorizations are available will be accepted by the contract as final.

1. 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 Manager.

1. 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.

1. Basis for Proposal

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

1. Contract Term 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 RFP. However, the City reserves the right to negotiate provisions in addition to those contained in the RFP 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 contract.

The City will present the top two finalists with a sample contract. Should a respondent object to any of the terms and conditions as set forth in the Sample Contract strongly enough to propose alternate terms and conditions, 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 intent, 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 Best and final offers. Failure to propose alternate terms and conditions during the Best and final offersby the Respondent thatthe contractual terms and conditions herein are **accepted** by the Respondent**.**

1. 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.

1. 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.

1. 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.

1. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. 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.

1. Change is Respondent Representatives

The city reserves the right to require changes in the respondent’s representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

1. Notice of Penalties

The procurement Code, NMSA 1978, 13-1-28 through 13-1-99, 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.

By law (Section 13-1-191, NMSA 1978); (2) iti is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense or paying illegal kickbacks (Section 30-4-2, NMSA, 1978).

1. 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. The City reserves the right to award proposals to multiple vendors as may be determined to be in the City’s best interest.

1. Right to Publish

Throughout the duration of this procurement process and contract term, Respondents and contractors must secure form 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.

1. Ownership of Proposal

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

1. 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.

1. Electronic mail address required.

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

1. Campaign Contribution Disclosure Form

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

1. Submittal Form

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

1. Disclosure Regarding Responsibility
2. Any prospective Contractor and any of its principals who enter into a contract greater that sixty thousand dollars ($60,000.00) with the City of Lovington for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
3. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
4. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:
	1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract:
	2. Violation of Federal or state antitrust related to the submission of offers; or
	3. 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.
5. Is presently indicted for, or otherwise criminally charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure.
6. 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.
	1. The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal right have been exhausted.
	2. 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.
	3. 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.)
7. 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.
8. The Contractor shall provide immediate written notice to the City Purchasing Officer 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.
9. 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.
10. Nothing in the foregoing shall be construed to require establishment of a system of records 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.
11. This 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, local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City of Lovington Purchasing Officer. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, Th City of Lovington may terminate the involved contract for cause, still further the City Purchasing Offer may suspend o debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the city Purchasing Officer.
12. 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>.

* + 1. **New Mexico Business Preference**
		2. **New Mexico Resident Veterans Business Preference**

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

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

The New Mexico Preference shall not apply when the expenditure for this RFP includes federal funds.

1. Conflict of Interest
	1. Respondent warrants that it presently had no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.
	2. Respondent must notify the City’s Chief Procurement Officer if any employee(s) of the requesting department or the Finance Department have a financial interest in the Respondent. If yes, the Respondent must specify the employee(s) name in their proposal.
2. **RESPONSE FORMAT AND ORGANIZATION**
	1. **NUMBER OF RESONSES**

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

* 1. **NUMBERS OF COPIES**
		+ 1. Hard Copy Responses

Respondent’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

**RFP- 2023-098 Lease of Real Property and Veterinary Services**

Original proposal, hard copies and electronic copy must be received no later that the time and date indicated in Section II.B. Submission of Proposal.

Respondents should deliver:

**Proposals** – ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTONIC COPY of the proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy ca NOT be emailed.**

* Proposals containing confidential information **must** be submitted as two separate binders:
	+ **Unredacted** version for evaluation purposes
	+ **Redacted** version (informationblacked out and not omitted or removed) for the public file.

The electronic version/copy of the proposal **must** mirror the physical proposal submitted (i.e One (1) **unredacted cd/usb**, one (1) **redacted cd/usb). The electronic version can NOT be emailed.**

Any proposal that does not adhere to the requirements of this Section and **Section III.C. Proposal Format** , may be deemed non-responsive and rejected on that basis.

Any proposal that does not adhere to the requirements of this **Section and Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

* 1. **PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ X 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Total pages allowed in the Proposal: 30 – limited to the proposal summary and technical specifications response. All other items required in the proposal do not count towards the total pages.

Proposal Content and Organization

 Direct reference to pre-pared or promotional material may be used if referenced and clearly marked. Promotional material should be minimum, all listed items in the sequence indicated.

* + 1. Signed Submittal Form
		2. Table of Contents
		3. Proposal Summary (Optional)
		4. Technical Specifications Response
		5. Cost Proposals
		6. Business Specifications
			1. Signed Campaign Contribution Form
			2. Debarment/Suspension Form
			3. Current Insurance Certificate
			4. Completed W-9
			5. New Mexico Preference (if applicable)
			6. Response to Contract Terms and Conditions
			7. Respondent’s Additional Terms and Conditions
		7. Other Supporting Material (if applicable)

Within each section of the proposal, Respondent should address the items in the order indicated above. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form.

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.

# COMMODITY CODES:

**Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)**

**Applicable classification codes for this proposal are:**

|  |  |
| --- | --- |
| **5-DIGIT CODE** | **ITEM DESCRIPTION** |
| 96186 | Veterinary Services and additional contract services |
|  |  |
|  |  |
|  |  |
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|  |  |

# HOLD HARMLESS/INDEMNITY AGREEMENT

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City’s fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.

# SCOPE OF SERVICES

#  Respondents should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives required supporting materials will be evaluated and awarded points accordingly.

# CONDITIONS GOVERNING DISPOSITION OF SAID PROPERTY

# 1. SPECIAL RESTRICTIONS

**The lease of this property is contingent upon the following restrictions that will be identified in the lease agreement.**

* 1. The lease of this property is limited to the operation of a licensed veterinary medicine practice.
	2. Lessee shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted, which in any manner shall affect the use of the premises.
	3. This property is located within the Lovington City limits and occupant must comply with all zoning requirements and permitting procedures.
	4. Minimum lease amount for this property is $1,000 per month.
	5. The initial term of this lease agreement is 1 year with an option of three (3) automatic one-year renewals, including contract renewals, for a total of four (4) years.
	6. The lessee and the city shall share cost of maintenance/ repairs for shared equipment to include by not limited to anesthesia machines, and autoclave.
	7. The lessee shall be responsible for maintenance and upkeep on all equipment and tools used by them including but not limited to dental machine, and microscope.
	8. The lessee shall be in compliance with the New Mexico Board of Veterinary Medicine at all times, as well as all State laws regarding Veterinary laws and practices.
	9. The lessee may reasonably alter and adjust the premises they lease after consulting with the Animal Protection Services Supervisor and in agreement. Veterinarian must obtain written permission from the City Manager to conduct any major alterations.
	10. Veterinarian is responsible for keeping their premises clean and presentable. Veterinarian is responsible for the cost to pay for any damages caused by their practice and is expected to keep their area in good repair.
	11. City is responsible for HVAC, major plumbing and other such repairs not caused by Veterinarian practice.
	12. Veterinarian is responsible for communication (telephone) utility cost for their practice.
	13. The city will bear all water, electrical, trash, deceased animal disposal, sharps disposal, and internet cost.
	14. The city will provide end of day cleaning services only to include mopping, wipe down of free counter space and trash take out. If contract cleaning services are not available the City will notify the lessee upon learning the service is not available, and the lessee will be responsible for this service until the service is available again.
	15. The city will ensure to the best of their ability that all animals who participate in surgical procedures will be free of parasites and appear to be in good health to the best of their knowledge.
	16. Throughout the term of this lease, the Veterinarian and staff shall have access to the premises designated to their business use. Adequate parking will also be provided for Veterinary clients. City shall maintain existing access and egress roadways and driveways to the facility in a manner sufficient to allow access to Veterinarian, employees and clients under normal conditions.
	17. Any equipment or appurtenance(s) furnished by the Veterinarian on the premises shall be the property of Veterinarian notwithstanding the way it may be attached to realty, and title thereto shall remain with Veterinarian exclusive, unless said equipment or appurtenance(s) is abandoned thirty (30) days after lease is severed or expired.
	18. Veterinarian shall pay, when due, any taxes, claims or assessments, which may arise due to their lease, City shall pay all taxes for which it is liable under law.
	19. Veterinarian shall mainly utilize the front portion of the facility with the dedicated space for their practice. If the need arises for larger or outside enclosure than in main area, arrangements shall be made between Veterinarian and the City of Lovington Animal Protection Services Supervisor.

1. **DETAILED SPECIFICATIONS**

The City of Lovington is asking for a PRICE BID on lease of Veterinary Clinic and on services provided at the Lovington Animal Shelter.

1. GENERAL:
2. The City of Lovington is asking for sealed bids to lease shared property located at 3633 S Main for Veterinary Practice.
3. The City of Lovington is asking for sealed bid pricing to perform spay/neuter procedures to cats/dogs through the Lovington Animal Shelter program. Spay/Neuter is needed eight (8) hours per week and two (2) shot clinics per year. All materials and assisting staff and/or volunteers will be provided by the City of Lovington for the actual procedures to be performed.
4. The City of Lovington is asking for a sealed bid to perform health certificate inspections upon animals that will be crossing state and international borders. This will require forms that are signed by a licensed veterinarian and could be followed up by the veterinarian in other states upon request. This service will be dependent upon when rescue transport can be scheduled.
5. The City of Lovington is asking for sealed bid pricing for Consulting Veterinarian. Supervising/Consulting Veterinarian will assist with overall health of all animals, and protocols for policy and procedures for Shelter, along with treatment plan of action for injured, and sick animals. Additionally, the vet will provide care for the treatment of all animals, and take calls at reasonable hours to assist with problems as they arise. Supervising Veterinarian will oversee all medications and approve ordering of all medications. The City will provide all medications, vaccinations and supplies to provide care for shelter animals.
6. **PAYMENT**

 The City of Lovington requests an invoice monthly following completion of work. Payment will be made within (15) days of acceptance of the work by the Lovington Animal Shelter upon certification that all contract terms have been met.

1. **COST PROPOSALS**
	1. Appendix F Cost Proposal to be completed and submitted with proposal.
2. **BUSINESS SPECIFICATIONS**
	1. **Submittal Form**
		* The Respondent **must** be accompanied by the Submittal Form located in APPENDIX B. The form must be completed and **must** be signed by the person authorized to obligate the company.
	2. **Campaign Contribution Disclosure Form**
		* The Respondent **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Respondent’s proposal. This must be accomplished whether or not an application contribution has been made. (See APPRNDIX C)
	3. **Debarment/Suspension Form**
		* The Respondent must complete the Debarment/Suspension Form and submit a signed copy with the Respondent’s proposal. (see APPENDIX E)
	4. **Certificate of Insurance**
		* The Respondent must include current certificate(s) of insurance
	5. **Certificate of Veterinary License in the State of New Mexico**
		* The Respondent must include current certification of Veterinary License with the New Mexico Board of Veterinary License or temporary license till permanent one is obtained.
	6. **Certificate of DEA License for the State of New Mexico**
		* The Respondent must include current certificate of DEA License for the State of New Mexico.
	7. **W-9 Form**
		* The Respondent must include a completed W-9 from. IRS link to current form and instructions: <http://www.irs.gov/forms-pubs/about-form-w-9>
	8. **Resident Business or Resident Veterans Preference**
		* To ensure adequate consideration and application of NMSA 1978 13-1-21 (as Amended), Respondents must include a copy of their preference certification in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany anu Offer and any business wishing to receive the preference must complete and sign the form.
	9. **Response to Contract Terms and Conditions**
		* All commercial, technical, legal or other conditions or exceptions relating to the proposal. Respondents should be aware that any conditions or exceptions are made solely at the risk of the Respondent and the City reserves the right to reject proposals containing any unacceptable conditions or exceptions. Respondents shall use this section to discuss guarantees and warranties that the Respondent will off the City and the risk it is willing to take.
3. **EVALUATION**
	1. **Evaluation Point Summary**

The following is a summary of valuation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Respondent proposals by sub-category.

|  |  |
| --- | --- |
| **Factors-** correspond to section VI.A 1., VI.A 2 and VI. C.1 | **Points Available** |
| Technical Specification  |  |
| Tech 1. Approach to Scope of work | 15 |
| Tech 2. Experience, Performance, and years of Services | 20 |
| Tech 3. Qualifications | 20 |
| Tech 4. Timeliness of Service | 10 |
| Tech 5. Proposal Responsiveness, Completeness, and Clarity | 5 |
| **Cost Proposal** | 30 |
| **Business Specifications** |  |
| Bus 1. Submittal Form | Pass/Fail |
| Bus 2. Signed Campaign Contribution Disclosure Form | Pass/Fail |
| Bus. 3 Debarment/Suspension Form | Pass/Fail |
| Bus. 4 Certificate of Insurance | Pass/Fail |
| Bus. 5 Certificate of Veterinary License | Pass/Fail |
| Bus. 6 Certificate of DEA License | Pass/Fail |
| Bus 7. W-9 Completed | Pass/Fail |
| Bus 8. New Mexico Preference- Resident vendor | 5% |
| Bus 8. New Mexico Preference – Resident Veterans | (prior year revenue)10% for less than $1M 8% for more than $1M 7% for more than$5M |
| Bus. 9 Contract & Conditions  | Yes/no |
| **Total**  | **100 pints** |

* 1. **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 Manger may contact the Respondent for clarification of the response as specified in Section II.B.7.
			3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.18.
			4. Responsive proposals will be evaluated on the factors in Section VI. The Respondents with the highest three (2) scores will be selected as finalist Respondents, based upon the proposal submitted. The finalist will be given the opportunity for Best and Final offer and Oral Presentation. The responsible Respondent whose final offer proposal are most advantages to the City of Lovington taking into consideration the evaluation factors in Section V will be recommend for award. Please not, however a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A. ACKNOWLEDGEMENT OF RECIEPT**

RFP 2023-098

**ACKNOWLEDGEMENT OR RECIEPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he received a complete copy, beginning with the Title page and table of contents, and ending with APPENDIX F: COST PROPOSAL.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than October 30, 2023 5:00PM. Only Potential Respondents who elect this form completed with the indicated intension 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.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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.

Melissa Tice

RFP 2023-098 Lease of Lovington Veterinary Clinic and additional Contract Services

City of Lovington, Finance Office

214 S. Love St., Lovington NM 88260

Phone:

Fax:

E-mail mtice@lovington.org

**APPENDIX B: REQUEST FOR PROPOSALS SUBMITTAL FORM**

REQUEST FOR PROPOSALS SUBMITTAL FORM

**RFP 2023-098 LEASE OF LOIVNGTON VETERINARY CLINIC AND ADDITIONAL CONTRACT SERVICES**

1. **RESPONDENT INFORMATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMPANY NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS/CITY/STATE/ZIP

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

 New Mexico Tax ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Federal ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE NUMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE E-MAIL ADDRESS

1. **PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE E-MAIL ADDRESS

1. **PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE NUMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE E-MAIL ADDRESS

1. **USE OF SUB-CONTRACTORS (SELECT ONE)**

\_\_\_\_\_ No Sub-contractors will be used in the performance of any resultant contract OR

\_\_\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attache extra sheets, as needed)

1. **Please describe any relationship** with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra sheets, as needed)

**HARD COPY PROPOSALS MUST BE SUBMITTED INA SEALED ENEVELPOE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENEVLOPE. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.**

As required by 13-1-111NMSA 1978 the City of Lovington (City) is requesting competitive sealed proposals for Veterinary Services.

Sealed proposals will be received until **November 13, 2023, 3:00PM MDT** and then opened at the **City of Lovington 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.

Respondents submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may ne 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 whose proposal is most advantageous to the City of Lovington, taking into consideration the evaluation factors set forth in the RFP.

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 Lovington.

The undersigned accepts the Conditions Governing the Procurement, as required in Section II.C.1.

The undersigned concurs that submission of our proposal constitutes acceptance of Section VI of this RFP.

The acknowledges receipt of any and all amendments.

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 had 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. NMSA1987, 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 orgin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

**To be a valid proposal, Respondent must sign here (individual authorized to contractually commit Respondent)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Printed Name Title**

**RETURN THIS FORM (2 PAGES) WITH YOUR PROPOSAL**

**APPENDIX C: 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 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 proces**s” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity. “**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the

Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source

or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: Relation to Prospective Contractor: Name of Applicable Public Official: Date Contribution(s) Made: Amount(s) of Contribution(s): Nature of Contribution(s): Purpose of Contribution(s): (Attach extra pages if necessary)

Signature Date Title (position)

**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)

**RETURN THIS FORM (2 PAGES) WITH YOUR PROPOSAL**

# APPENDIX D: 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) herby certifies the following in regard to application of the resident veteran’s preference to this procurement:

# PLEASE CHECK ONLY ONE

# 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 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 Servies Department declaring under penalty or perjury that during the last calendar year starting January 1 and ending December 31, the following to be true and accurate:

# “In conjunction with this procurement and the requirements of this busies application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having cush 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 information on this report constitutes a crime”

# I declare under penalty of perjury that this statement is true to best of my knowledge. I understand that giving false information 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.

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

# The New Mexico Preference shall not apply when the expenditure for the RFP includes federal funds.

# APPENDIX E: DEBARMENT/SUSPENSION CERTIFICATION FORM

# CITY OF LOIVNGTON

# DEBARMENT/SUSPENSION CERTIFICATION FORM

# THE FOLLOWING MUST BE CERITIFED IF THIS PROCUREMENT IS $60,000 OR GREATER

# CONFLICT OF INTERST

# No elected official or employee of the City of Lovington has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs nor is negotiating to employ, any City of Lovington elected official or employee, except for the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

# DEBARMENT/SUSPENSION STATUS

# The vendor certifies that it is not suspended, debarred, or ineligible from entering contracts with any federal entity. State agency, or local public body. The Vendor agrees to provide immediate notice to the City of Lovington Purchasing Officer in the event of being suspended, debarred, or declared ineligible by any entity (federal, state, or local), or upon receipt of a notice of proposed debarment that is received age the submission of the quote or offer but prior to the ward of the purchase order or contract.

# CETIFICATION

# The undersigned herby certified that he/she had read the above CONFLICT OF INTERES AND DEBARMENT/SUSPENSION STATUS requirements RFP SEC II Conditions Governing The Procurement: C General Requirements: Disclosure Regarding Responsibility and the he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

# Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

# Names Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#

# City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPENDIX F: COST PROPOSAL

# COST PROPOSAL

# LEASE OFFER AMOUNT PER MONTH: $

**Supervising/Consulting Veterinarian services cost per month**: **$** **Spay/Neuter Cost per hour: $**

**Shot clinic Cost per hour**: **$**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Health Certificate per certificate: $**

# Name of Offeror:

**Address:**

**Telephone Number:**  **Signature of Offeror:**  **Title:**

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