



CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

**Community Development Block Grant (CDBG)
Transitional Housing Child Care Facility
RFP # 10-82395**

PROPOSAL OPENING DATE
Thursday, May 13, 2010
2:00 P.M.

PRE-PROPOSAL DATE
Wednesday, April 28, 2010
10:30 A.M.

DEADLINE FOR QUESTIONS
May 6, 2010
2:00 P.M.

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**Community Development Block Grant (CDBG)
Transitional Housing Child Care Facility
RFP # 10-82395**

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of the Community Development Block Grant Transitional Child Care Facility, distribution packet RFP # 10-82395, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 37 for a total of 37 pages.

The acknowledgement of the receipt should be signed and returned to the Buyer no later than May 6, 2010 at 2:00 p.m. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #10-82395 if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE: _____

EMAIL: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document #10-82395.

Firm **does / does not (circle one)** intend to respond to Community Development Block Grant Transitional Housing Project, RFP #10-82395.

If firm **does not** intend to reply, please give a brief reason for not responding: _____

Return to:

Sharron Dunn, Buyer I
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401

sdunn@fmtn.org

Phone: (505) 599-1376

Fax: (505) 599-1377

Faxed Copies of this form will be accepted.
Faxed RFP responses **will not be accepted.**

REQUEST FOR PROPOSALS

RFP TITLE: Community Development
Block Grant (CDBG) Transitional Housing
Child Care Facility
RFP #: 10-82395

/s/Edward Smylie

Edward Smylie
Purchasing Officer

If you have any questions regarding this
Invitation to Bid, please contact:

/s/Sharron Dunn

Sharron Dunn, Buyer I
(505) 599-1376

CITY OF FARMINGTON
CENTRAL PURCHASING DEPARTMENT
805 MUNICIPAL DRIVE
FARMINGTON, NM 87401

PROPOSAL OPENING DATE:

DATE: **May 13, 2010**, 2:00 P.M.

PRE-PROPOSAL CONFERENCE:

DATE: **April 28, 2010**

TIME: **10:30 a.m.**

DEADLINE FOR QUESTIONS:

DATE: **May 6, 2010**

TIME: **2:00 p.m.**

Approved as to form:

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 PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the above specified date and local time, and then opened at the
City of Farmington Central Purchasing Department. 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.

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 part of this
Request for Proposal ("RFP"), and that the undersigned Offeror has read and understands the scope and
conditions of the RFP.

The undersigned, in submitting this proposal, represents that Offeror 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 between
Offeror and the City of Farmington ("CITY").

The undersigned hereby proposes to perform necessary professional services for the amount and upon
the conditions stated in this proposal after notice of award of the contract.

This RFP is subject to the Purchase Order "Terms and Conditions," Proposal Requirements, Scope of
Work and any subsequent Contract or Agreement.

OFFEROR MUST COMPLETE THE FOLLOWING

COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

CONTACT PERSON (please print)

EMAIL

TELEPHONE / FAX

To be a valid bid, Bidder must sign here

Title

Bidder must check the appropriate box below:

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

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____
Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

CITY OF FARMINGTON, NEW MEXICO
NOTICE TO OFFERORS
Community Development Block Grant (CDBG)
Transitional Housing Child Care Facility, RFP # 10-82395
May 13, 2010 @ 2:00 P.M.

A pre-proposal conference will be held at the Central Purchasing Office, 1st Floor Conference Room, 805 Municipal Dr., Farmington, New Mexico, 87401 at 10:30 a.m. on April 28, 2010.

RFP documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.fmtn.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico.

Publication Date: April 21, 2010

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 the City of Farmington is requesting proposals for a Community Development Block Grant (CDBG) Transitional Housing Child Care Facility.

Proposals must include but are not limited to the requirements set forth in the "Scope of Services." Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Central Purchasing Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

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.

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

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

The Central Purchasing office will open and evaluate all proposals; determine the need for, and conduct any negotiation; and make a final recommendation to the City Council for award of the contract.

The City reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interests of the City of Farmington.

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

Request for Proposals
Community Development Block Grant (CDBG)
Transitional Housing Child Care Facility
RFP #10-82395

I . Background Information

1. General Information

- a. The City of Farmington (City) is requesting proposals (RFPs) from qualified Organizations (Offerors) for the Transitional Housing Child Care Facility CDBG project.

2. Scope of Services

- a. The City is seeking organizations interested in establishing a new or expanding an existing childcare facility so that parents in transitional care shelters can look for work, go to counseling, or take classes to improve their situation. The daycare center must be located within the Farmington City limits and be available to serve children who are living in transitional care shelters.
- b. Construction/Purchase is to be completed so that facility operations may begin by September 30, 2011.
- c. Funding: A maximum of \$250,000.00 is available through the City of Farmington Community Development Block Grant (CDBG). The City will reimburse materials, construction costs, new purchases, and labor up to the maximum amount for the construction of the child care facility.
- d. Selection Process: The selection process shall consider any proposed amount of matching funds for the construction, the good standing of the Offeror in the community, the ability of the Offeror to provide long-term management of the child care facility and the ability to provide child care.

3. Responsibility of Offerors

- a. The Offeror must own or purchase a suitable property to build the transitional housing child care facility. The City will not own the property or improvements.
- b. For the construction: City of Farmington CDBG will provide the required Housing and Urban Development (HUD) Environmental Review. The Offeror will produce building plans and obtain necessary planning and building permits through the Community Development Department of the City of Farmington. The organization must provide the City a monthly accounting of construction expenses and wages in a manner to be determined between the City, the Offeror, and their Contractor. All contractor employees must receive minimum wages equal to or greater than the Federal Davis-Bacon Wage Standards. All work shall have necessary City of Farmington Building and Fire

Department inspections. The Certificate of Occupancy shall constitute completion of the construction and allow full payment of the funds.

- c. The Offeror must agree, by contract, to provide appropriate child care services to residents of transitional housing facilities and maintain the use of the child care facility for a minimum of 10 years.
- d. Federal Funds: All of this RFP will be funded by Federal Funds. Additional requirements may be required due to this funding. This may include, but not be limited to:
 - Federal Davis Bacon Wage Standards;
 - Disadvantaged Business Enterprise Goals (DBE) goals;
 - Equal Employment Opportunity;
 - Required Contract Provisions- Title VI Civil Right Act;
 - Notice to Contractors- Non Collusion Declaration
 - Declaration of Non-Collusion for Award of Contract (form to be completed);
 - Notice to Contractors-Certification for Federal-Aid Contract
 - Disclosure of Lobbying Activities (form to be completed);
 - Prompt Payment Requirements;
 - Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
 - HUD Section 3 Requirements

4. Information Provided by the City

- a. Offerors 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 Offerors rely on any oral statement.
- b. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the City's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining a RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this 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. Intent

- a. It is the intent of the City to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Services. The City will negotiate with the Offeror(s) deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.

II. Proposal Process

1. Introduction

- a. Until the final award by the Farmington City Council, the City reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

2. Schedule

- a. It is the City's intent to adhere to the following schedule. However, the City reserves the right to modify this schedule.

Preliminary Schedule

Activity	Date
Issue RFP	April 21, 2010
Pre-Proposal Meeting	April 28, 2010 @ 10:30 a.m.
Deadline for Questions	May 6, 2010 @ 2:00 p.m.
Proposal Due Date	May 13, 2010 @ 2:00 p.m.
Recommendation to City Council for Award	May 25, 2010

3. Due Date

- a. Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Sharron Dunn, Buyer I
Central Purchasing Division
City of Farmington
800 Municipal Drive
Farmington, NM 87401-2663

- b. **No later than 2:00 p.m. on May 13, 2010.** The Submittal Form, the Affidavit of Non-Collusion, Disclosure of Lobbying Activities, Campaign Contribution Disclosure Form must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked "Proposal to RFP Community Development Block Grant Transitional Housing Child Care Facility #10-81092."

Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the Central Purchasing Office, the Offeror

shall be responsible for actual delivery of the proposal to the Central Purchasing Office before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

4. Pre-Proposal Conference

- a. A pre-proposal conference will be held at the Purchasing Office, 1st Floor Conference Room, 805 Municipal Drive, Farmington, NM 87401 at 10:30 a.m. on April 28, 2010. The purpose of this pre-proposal conference is to answer any questions, as might arise, with respect to the requirements and execution of the proposal. Questions resolved at this meeting will be included in the "Minutes" and will be kept in the Proposal File. Offerors interested in receiving the "Minutes" must contact the Central Purchasing Office at (505) 599-1376.

5. Number of Copies

- a. The Offeror shall submit Six (6) copies of the proposal. The proposal shall contain any information or supplements which will assist the City in selecting an Offeror. All expenses associated with this submittal will be borne solely by the Offeror.

6. Inquiries

- a. Questions and/or clarifications concerning this RFP will be accepted in writing through **May 6, 2010 at 2:00 p.m.** Requests may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by **May 7, 2010.** No Offeror may rely upon oral responses made by any City employee or any representative of the City. Questions and/or clarifications concerning this RFP shall be directed to:

Sharron Dunn, Buyer I
(505) 599-599-1376
Fax (505) 599-1377
Sdunn@fmtn.org

- b. The only approved contact shall be with the above referenced purchasing staff. Offerors making contact with any other City official, evaluation committee member, or City employee regarding this RFP may be disqualified.
- c. Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.

7. Signing of Proposals and Authorization to Negotiate
 - a. The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP (see Section III Item 3, C, 1).
8. Period of Acceptance
 - a. All proposals must remain valid for a minimum period of ninety (90) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.
 - b. The City reserves the right to request additional information from the Offeror at any time during the selection process. The City also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the City after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.
9. Binding Offers
 - a. All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals, prior to award, for the purpose of obtaining best and final offers.
10. Subcontracts and Other Contractual Arrangements
 - a. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the City for all contractual obligations.
 - b. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.
11. Independence of the Offeror

- a. The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the City, nor shall they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

12. Laws and Regulations

- a. This procurement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Farmington. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Farmington, New Mexico.

13. Confidentiality

- a. Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the City Council. Following that approval, all documents pertaining to this submittal will be open for public inspection. Material(s) designated by the Offeror as proprietary or confidential will be reviewed by the Purchasing Department. Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

14. Prohibited Contacts

- a. The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the City Council, City staff or the City consultants on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal.

15. Bribery and Kickbacks

- a. As required by Section 13-1-191, NMSA, 1978; it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it 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); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

16. Protest Deadline

- a. Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the City's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Mr. Edward Smylie
Purchasing Officer
Central Purchasing Division
City of Farmington
805 Municipal Drive
Farmington, NM 87401-2663

17. Agreement

- a. A draft agreement is attached as Exhibit D. A written contract will be entered into between the City and the successful Offeror.

18. Conflict of Interest

- a. Offeror warrants that it presently has 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.
- b. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder. If yes, the Offeror must specify the employee(s) name in their proposal.

III. Proposal Format Requirements

1. General Format for Proposals

- a. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format, may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.

2. Organization of Materials

- a. Proposals must be organized in the following manner:
 - (1) Submittal Form, page 4; Affidavit of Non Collusion, Exhibit A, Disclosure of Lobbying Activities, Exhibit B and Campaign Contribution Disclosure Form, Exhibit C, Section 3 Certification (if applicable).
 - (2) Cover Letter
 - (3) Table of Contents
 - (4) Qualifications and Experience with governmental entities
 1. Professional Resumes
 2. Experience and Background
 - (5) Outline of Scope of Services
 1. Proposed Hourly Cost Per Child for Child Care Service for children living in transitional housing (qualifying child)
 2. Hourly Cost Per Child for Child Care Service for a non-qualifying child (standard rate)
 3. Operational Hours of Proposed Facility
 4. Proposed Services Provided to Child Care Recipients (meals, snacks, education, etc.)
 5. Transportation Plan
 - (6) Description of proposed funded facility and proposed property where it will be located.
 - (7) Contractual Considerations of Draft Agreement

3. Contents of Proposal

- a. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the proposed agreement with the City or to which the Offeror intends to assign material responsibilities under any such agreement.
- b. Submittal Form and Form of Proposal

- (1) The submittal form is included as Page 4, the Affidavit of Non-Collusion is included as Exhibit A, the Disclosure of Lobbying Activities is included as Exhibit B, and the Campaign Contribution Disclosure Form is included as Exhibit C. They must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

c. Cover Letter

- (1) The cover letter shall constitute a firm offer to the City and be utilized to introduce the Offeror. Cover letters should contain the following information:
 1. Designation of the business entity that will contract with the City and the names of those persons authorized to negotiate on its behalf;
 2. Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers and e-mail address;
 3. A clear statement indicating that the attached proposal constitutes a firm and binding offer by the Offeror to the City; and
 4. A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

d. Table of Contents

- (1) Proposals should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the RFP. The table of contents should also list all tables, exhibits, figures, etc. contained in the proposal.

e. Qualifications and Experience

- (1) Professional Resumes of each key staff member, organized as follows:
 1. Professional background
 2. Current and past relevant experience
 3. Education
 4. Certifications
 5. A listing of directly relevant projects of similar nature which includes the project name, project description, and role of staff member in project.

f. Offeror to submit any requested changes/additions to the Draft Agreement.

IV. Evaluation

1. Criteria for Award

- a. The City will receive proposals from firms having specific experience, resources and qualifications in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- | | |
|-----------|--|
| 10 Points | Adequacy of proposed approach to the tasks described in Scope of Services. |
| 15 Points | Experience and qualifications of Offeror's staff to perform tasks described in this RFP. |
| 35 points | Adequacy of proposed project management and resources to be utilized by the Offeror to maintain the use for the required 10 years. |
| 15 points | Qualified HUD Section 3 Businesses shall receive 15 points. |
| 5 points | Good standing with the community- Provide letters of recommendation from Organizations or Individuals familiar with Offeror. |
| 20 points | Hourly Childcare Cost for Children in Transitional Housing Shelters. |

The Offeror with the lowest hourly cost will receive 15 points.

Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Cost}}{\text{Offeror Cost}} \left(\frac{\quad}{\quad} \right) \times 15 = \quad \text{Points}$$

- 100 Points The Proposal will be evaluated based on the above 100 points. If oral presentations are held, the oral presentations will be based upon re-evaluation of the above criteria.

2. Presentation Agenda – if required

- a. Offerors should be prepared to speak on the following issues during the course of their presentation.
 - Grasp of Project Requirements - Discussion of firm's analysis and level of interest.
 - Design Approach/Methodology - Discussion of the methodology the firm proposes to use in providing the required services.
 - Key Personnel and Roles - Discussion of personal qualifications and professional skills of key individuals.
 - Pertinent Experience of the Organization - Discussion of related projects presented as previous work of the organization.

3. Presentation Schedule – if required

- a. A Presentation Schedule of the top evaluated firms that will be continuing in the evaluation process will be issued. Offeror's proposal will be utilized by the evaluation committee and any additional presentation material shall be distributed at the time of Offeror's presentation. City personnel will be available during the Offeror's set-up period, and during the presentation to offer assistance.
- b. A one (1) hour maximum time allotment will be available for each firm. A fifteen (15) minute question and answer period shall be incorporated within the presentation period.
- c. The City requests that Offerors address all concerns outlined in the RFP during their scheduled presentation. The RFP outlines the City's project summary and it is our intent to refine in detail the scope of services, additional requirements and agreement format during negotiations with the top evaluated firm.

EXHIBIT A- AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Farmington in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Farmington of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for New Mexico

My Commission Expires: _____

EXHIBIT B

Approved by OMB
0348-0046**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Tommy Roberts and Council Members Gayla McCulloch, Jason Sandel, Dan Darnell, Mary Fischer.

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) _____

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)

RESIDENT EMPLOYMENT OPPORTUNITY DATA

THE HOUSING AUTHORITY (or CITYOF)

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Other evidence

Signature

Print Name

Date

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| ☐ Copy of resident lease | ☐ Copy of receipt of public assistance |
| ☐ Copy of evidence of participation
in a public assistance program | ☐ Other evidence |

For business entity as applicable:

- | | |
|---|---|
| ☐ Copy of Articles of Incorporation | ☐ Certificate of Good Standing |
| ☐ Assumed Business Name Certificate | ☐ Partnership Agreement |
| ☐ List of owners/stockholders and
% ownership of each | ☐ Corporation Annual Report |
| ☐ Organization chart with names and titles
and brief function statement | ☐ Latest Board minutes appointing officers |
| | ☐ Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|--|
| ☐ List of all current full-time employees | ☐ List of employees claiming Section 3 status |
| ☐ PHA/IHA Residential lease less than 3
years from day of employment | ☐ Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

EXHIBIT D

“DRAFT”

AGREEMENT FOR Transitional Housing Child Care Facility Contract #10-82395

THIS AGREEMENT (hereafter “Agreement”) is made, entered into, and effective this ____ day of _____, 2010 (“Effective Date”), by and between the City of Farmington, New Mexico, a New Mexico municipal corporation (hereinafter referred to as the “CITY”), and _____, (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may be referred to collectively as “parties” or singularly as “party”.

WITNESSETH:

WHEREAS, the CITY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended; and

WHEREAS, the CITY has determined that it must provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and,

WHEREAS, the CITY has adopted the Consolidated Plan authorizing funds for the CONTRACTOR to provide the Scope of Services contained in this Agreement; and,

WHEREAS, a Request for Proposal (RFP) was published requesting contact from non-profit corporations interested in contracting with the CITY to provide Community Development Block Grant (“CDBG”) funded activities and services herewith; and

WHEREAS, CONTRACTOR is the highest evaluated Offeror of RFP# 10-82395; and

WHEREAS, CONTRACTOR is selected to provide CDBG activities and services; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain social activities and services in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein established, the parties mutually agree as follows:

1. Goals and Objectives:

A. The CONTRACTOR agrees to accomplish the following goals and objectives:

- 1) construct a new transitional childcare facility [or expand an existing child care facility] and provide child care services to serve children who are living in transitional housing within the City of Farmington.
- 2) perform all activities within limited budget constraints
- 3) meet all time and performance milestones as defined herein

2. Scope of Services – Construction:

A. The CONTRACTOR shall perform the following activities and services (hereinafter referred to as “Services”) in accordance with this Agreement, including all

Attachments and Exhibits attached thereto. CONTRACTOR's performance shall include, but not be limited to, compliance with generally accepted industry standards, compliance with all federal, state, and local laws rules, and regulations, and compliance standards and/or milestones established or required by the CITY:

- 1) Subcontract to design and construct a new Transitional Housing Child Care Facility ("THCCF") or expand an existing one.
- 2) The construction shall occur on the property owned by CONTRACTOR and located at _____, Farmington, NM.
- 3) A maximum amount of \$250,000 is available through the CITY's Community Development Block Grant (CDBG) for the design and construction of a Transitional Housing Child Care Facility. The CITY will pay CONTRACTOR an amount, not to exceed \$250,000, for the design and construction, including labor and materials, of the THCCF.
- 4) Final completion date for construction of the THCCF is September 1st, 2011.
- 5) The CITY's CDBG staff will provide the required Housing and Urban Development ("HUD") environmental review.
- 6) No construction work will begin prior to written authorization of the CITY. The construction authorization is dependent upon and subject to the approval of and CITY's receipt of HUD's environmental review approval.
- 7) The CONTRACTOR shall obtain all necessary licenses, approvals, and building permits required by federal, state, and local laws, rules, and regulations, and shall provide copies of any such licenses, approvals, and building permits to the CITY prior to the beginning of any physical construction activity.
- 8) Invoices must be accompanied with receipts for construction materials, services and labor expenses.
- 9) The CONTRACTOR must provide the CITY a monthly accounting of construction costs and expenses, including materials, services, and labor. The manner and method to account for such costs and expenses shall be reasonable and shall be determined by the CITY.
- 10) Payment from the CITY to the CONTRACTOR will occur within thirty (30) days from CITY's receipt of an undisputed invoice, including applicable support documentation. Payment and processing of invoices shall be subject to the CITY's Purchase Order General Terms and Conditions. Disputed amounts will be returned to the CONTRACTOR for correction. Corrected invoices must be resubmitted to the CITY for payment. Any re-submitted invoice shall be processed and paid under the same terms as an original invoice.
- 11) A copy of CONTRACTOR's contract with its independent Building Contractor (Subcontractor) must be provided to the CITY for review and approval prior to the beginning of physical construction.
- 12) The CONTRACTOR must maintain complete and accurate files on all construction activities, including costs, wages, disputes, milestone schedules, and other functions or activities for which the CONTRACTOR is responsible under this Agreement.
- 13) CONTRACTOR shall, including subcontractors of any tier, comply with the Davis-Bacon and Related Acts ("DBRA"), 40 USC §276a, 29 CFR Parts 1, 3, 5, 6, and 7, including, but not limited to, paying all employees involved in the construction of the THCCF located at _____, Farmington, NM, wage rates equal to or greater than Federal Davis-Bacon Wage Standards.
- 14) All construction work and/or performance of Services under this Agreement shall have the necessary and applicable City of Farmington Building Permits and/or City of Farmington Fire Department inspections/approvals.
- 15) CONTRACTOR's Construction Contractor shall, including subcontractors of any tier, comply with the HUD Section 3 standards, which require that new hires qualify as low-income. HUD Section 3 reporting will be required on a quarterly basis.

16) The City of Farmington Certificate of Occupancy shall constitute completion of the THCCF construction.

2a. Scope of Services – Operation

- A. The CONTRACTOR shall provide maintenance to the THCCF located at _____ Farmington, NM for transitional child care for a minimum of ten (10) years.
- B. The CONTRACTOR will provide discounted childcare to certain eligible children living in transitional housing for a minimum of ten (10) years after the effective date of this agreement.
- C. The THCCF shall be available to persons living in transitional housing facilities.
- D. The CONTRACTOR must maintain written and/or electronic files on all applicants ("Client Files") to the THCCF. These files must include, but not necessarily be limited to, the following information
- Age
 - Employment status
 - Transitional Housing Status
 - Race and Ethnicity
 - Income-Less than 80% of the Median Family Income
 - Hours of Care and Services Provided
- E. The CONTRACTOR agrees to allow authorized agents of the CITY to view the Client Files upon a minimum twenty-four (24) hour notice for ten (10) years beginning on the date of the issuance of the Certificate of Occupancy and subject to the clients' right to privacy under applicable New Mexico law and subject to the Contractor's confidentiality obligations under New Mexico law and this Agreement.
- F. The CONTRACTOR shall submit to the CITY a written and electronic summary of accomplishments each year. The summary shall be submitted within fifteen (15) days of the end of each fiscal year (October 1 through September 30) and shall be submitted for ten (10) consecutive years from the date of the City of Farmington Certificate of Occupancy. The summary of accomplishments shall include the number of applicants during the year, their income, race and ethnicity. No personal information is required.
- G. The CONTRACTOR must maintain records of its employee wages (including subcontractors' employees) to comply with Federal Section 3 requirements from the Department of Housing and Urban Development (HUD).
- H. All costs and expenses to construct a new THCCF [or expand an existing child care facility] shall include, but not be limited to materials, labor, furnishings, utilities, applicable taxes and insurance.
3. Time of Performance: Acceptance of this Agreement, includes, but is not limited to CONTRACTOR's acceptance of the following:
- A. Construction – Completed on or before September 1, 2011. Services of the CONTRACTOR designated herein are to commence at the time of CITY's written authorization, which will not be issued until CITY receives written approval from HUD. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in accordance with this Agreement.

- B. Operation – Operations shall commence upon the CITY issuing the City of Farmington Certificate of Occupancy and continue until _____, 2020.
4. Compensation
- A. Maximum Compensation: For performing the Scope of Services specified in Section 2. A. and Section 2. B. of this Agreement, the CITY agrees to pay the CONTRACTOR a total amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00), which amount includes any applicable New Mexico Gross Receipts Tax and which amount shall constitute full and complete compensation for the CONTRACTOR's Services under this Agreement, including all expenditures made and expenses incurred by the CONTRACTOR in performing the construction and operation services.
5. Amendment to Agreement: Amendment(s) to this Agreement shall be incorporated by Contract Change(s) documents, which shall be effective only upon execution by authorized agents of the parties.
6. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements (if any) prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by the Community Development Department of the City of Farmington, such records shall be maintained and made available to the CITY upon written request for a period of ten (10) years after the receipt of final payment under this Agreement.
7. Reports and Information: At such times and in such forms as the CITY and/or the funding entity may reasonably require, CONTRACTOR shall furnish statements, records, data and/or any other applicable information pertaining to this Agreement.
8. Fiscal Agent, Purchasing Agent, and Personnel Agent:
- A. The CONTRACTOR shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- B. The CONTRACTOR shall practice, and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
9. Restrictions on Use of Funds:
- A. It is understood by the CONTRACTOR that the compensation of funds (through the CDBG) provided by the CITY under this Agreement are subject to the Federal Government's Office of Management and Budget circulars, as applicable: No. A-21 "Cost Principles for Educational Institutions", No. A-87 "Cost Principles for State, Local and Indian Tribal Governments", No. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations", No. A-122 "Cost Principles for Non-Profit Organizations", and A-133 "Audits of States, Local Governments and Non-Profit Organizations", which are the prime federal references governing the use of these funds and the responsibilities of the CONTRACTOR.
- B. It is understood and agreed by the CONTRACTOR that the compensation of funds (through the CDBG) provided by the CITY under this Agreement are primarily and ultimately intended to provide THCCF services to low and moderate income

residents, as defined by 80% of the median income of the Farmington Standard Metropolitan Statistical Area (SMSA), as amended by HUD.

10. Representations in Proposal: The CITY has relied on all representations in the CONTRACTOR's Letter of Interest, CONTRACTOR's written RFP response, and CONTRACTOR's Eligibility Requirements in its selection and award of this Agreement. The CONTRACTOR warrants the accuracy of all representations in said documents. Any misrepresentation in said documents shall be cause to terminate this Agreement and the CONTRACTOR shall owe all amounts paid to it by the CITY as liquidated damages. Such liquidated damages amount(s) shall be due and payable to the CITY immediately upon termination of this Agreement by the CITY.
11. Other Attachments: The CONTRACTOR must have on file with the CITY current copies of:
 - A. any license, certificate, and/or permit applicable to the CONTRACTOR's proposed activities under this Agreement;
 - B. a current organizational chart, including positions, names, and vacancies;
 - C. the CONTRACTOR's written personnel policies;
 - D. the CONTRACTOR's written accounting policies and procedures;
 - E. the CONTRACTOR's written procurement policies and procedures;
 - F. the CONTRACTOR's travel reimbursement policy (if travel funds are requested);
 - G. the CONTRACTOR's Financial Statement and most recent independent Audit; and
 - H. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - i. the major tasks or activities to be performed under this Agreement;
 - ii. the measurable objectives for each task; and
 - iii. the time frame within which the tasks will be accomplished.
12. Termination for Cause:
 - A. If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner any of CONTRACTOR's material obligations under this Agreement or if CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may enjoin CONTRACTOR by written notice to stop the Services or any portion thereof until the cause for such failure or violation has been eliminated. If CONTRACTOR fails to correct the deficiency within the time period specified in such written notice, which time period shall be reasonable under the circumstances, the City Manager shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any Service(s) satisfactorily completed prior to such termination.
 - B. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement and the CITY may withhold any payments to the CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

13. Termination without Cause by the CITY: The City Manager may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the CONTRACTOR. If this Agreement is terminated due to the fault of CONTRACTOR, Article 12, Termination for Cause, shall apply and no further compensation or reimbursement to CONTRACTOR shall be due. If terminated for any other reason, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services by the CONTRACTOR under this Agreement, less payments of compensation previously made.
14. Compliance With Laws: In performing the Services required hereunder, the CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and codes of the Federal, state and local governments. In addition, the CONTRACTOR shall comply with the CITY's Administrative Requirements, as amended, and CONTRACTOR understands that failure to comply with any of these requirements shall constitute grounds for termination of this Agreement.
15. Independent Contractor:
- A. The CONTRACTOR represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of the CITY or have any commercial contractual relationships with the CITY.
 - B. All Services required hereunder will be performed by the CONTRACTOR or by a Subcontractor(s) under CONTRACTOR's supervision. All personnel engaged in performing the Services shall be fully qualified and shall be authorized or permitted under Federal, state and/or local law to perform such Services.
 - C. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Any such subcontract agreement shall have the prior written consent of the CITY prior to execution.
 - D. The CONTRACTOR shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the CONTRACTOR's employees. Such document shall be made available upon request by the CITY for inspection and determination as to its acceptability.
16. Indemnity: CONTRACTOR agrees to protect, defend, indemnify, and hold harmless CITY, including its officers, officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by CONTRACTOR. CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the CITY, including its officers, officials, agents and employees from and against any and all claims, liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of CONTRACTOR.
17. Insurance:
- A. CONTRACTOR's General Commercial Liability Insurance – CONTRACTOR shall

purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from CONTRACTOR's operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in this Agreement or required by law, whichever is greater. Insurance must include coverage for independent contractors, products and completed operations, contractual liability, broad form property damage, and personal injury.

- B. CONTRACTOR's Automobile Liability Insurance - CONTRACTOR shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of CONTRACTOR's operations under the Agreement, whether such operations be by the CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- C. CONTRACTOR's Workers' Compensation And Employer's Liability Coverage - The CONTRACTOR shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and CONTRACTOR shall procure and maintain during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the CONTRACTOR elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the CONTRACTOR shall require the subcontractor to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such Services. The CITY, its officers, officials, agents, or employees will not be responsible for any claims or actions occasioned by the failure of the CONTRACTOR to comply with the provisions of this paragraph.
- 1) If any class of employee is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability coverage as will protect him and the CITY against any claims resulting from injuries to and death of workers engaged in performing Services under this Agreement.
- D. Coverage Limits - Insurance coverage limits required to be carried by the CONTRACTOR under this Section shall be as follows:
- 1) General Commercial Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
- a) Combined Single Limit coverage of \$1,000,000
- b) CONTRACTOR's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverages shall be

the limits established by the New Mexico Tort Claims Act or \$1,000,000, whichever is greater.

- E. Increased Limits - If, during the term of the Agreement, the CITY requires the CONTRACTOR to increase the maximum limits of any insurance required herein, an appropriate adjustment in the CONTRACTOR's compensation will be made.
 - F. Certificates Of Insurance – CONTRACTOR shall include as part of this Agreement, certificates of insurance on forms acceptable to the CITY specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to CITY.
 - G. Additional Bonds And Insurance – Prior to delivery of the executed Agreement by CITY, the CITY may require CONTRACTOR to furnish certain other Bonds and other additional insurance, in such form and with sureties or insurers as CITY may reasonably determine. If such Bonds or such additional insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by CONTRACTOR, if subsequent thereto, they shall be paid by CITY (except as otherwise provided).
 - H. City Named As Additional Insured, Cross Liability Provisions, And Waiver Of Subrogation - The CITY shall be named as an additional insured on all policies and all policies shall include cross liability provisions. General Commercial Liability Insurance and Workers' Compensation coverage shall include a waiver of subrogation in favor of the CITY.
18. Required Assurances: During the performance of this Agreement, the CONTRACTOR agrees to meet the requirements identified in the CITY's Administrative Requirements, as amended
- A. Compliance with Civil Rights Laws and Executive Orders:
 - 1) The CONTRACTOR will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans With Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991. In addition, the CONTRACTOR will comply with the New Mexico Statutes relating to the Human Rights Act (28-1-1 to 28-1-15 NMSA 1978).
 - 2) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
 - 3) The CONTRACTOR will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.

- 4) The CONTRACTOR will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the CONTRACTOR's employees are assigned to work.
- 5) The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR; state that all qualified applicants will receive consideration of employment without regard to race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, or physical or mental handicap or disability.

B. Use of Funds for Sectarian Religious Purposes:

- 1) The CONTRACTOR covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
 - a). there will be no religious test for admission for services;
 - b). there will be no requirement for attendance at religious services;
 - c). there will be no inquiry as to a client's religious preference or affiliation;
 - d). there will be no proselytizing; and
 - e). services provided will be essentially secular.

C. Lobbying:

- 1) The CONTRACTOR understands that utilization of any federally appropriated funds provided to the CONTRACTOR by the CITY pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The CONTRACTOR further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. See Administrative Requirements, as amended, for certifications and applicable rules.
- 2) The CONTRACTOR shall comply with the provisions of Sec. 49 CFR 199.21 of the Code of Federal Regulations which requires the CITY to monitor CONTRACTOR's compliance with the drug testing requirements. The Drug-Free Workplace Certification is made a part of this Agreement as Exhibit B herewith.

D. Certifications As Required By City:

- 1) CONTRACTORS for funding must submit certifications as required by CITY as agreed upon and identified.

19. Performance Monitoring: The CONTRACTOR will from time to time provide assistance and information needed by staff of the CITY's Community Development Department to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that the CITY's Community Development Department staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be determined and arranged.

20. Active Board: The non-profit CONTRACTOR must document that its governing board is in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

21. Open Meetings Requirements: Any nonprofit organization in the CITY which receives funds appropriated by the CITY, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the CITY, is subject to the requirements of § 2-5-1, et seq., R.O.A. 1994, Public Interest

Organizations. The CONTRACTOR agrees to comply with all such requirements, if applicable.

22. Debarment, Suspension, Ineligibility and Exclusion Compliance:

- A. The CONTRACTOR certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
- B. The CONTRACTOR agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the CONTRACTOR, the CONTRACTOR will notify the CITY immediately.

23. Audits and Inspections:

- A. At any time during normal business hours and as often as the CITY and/or the appropriate funding entity may deem reasonably necessary, there shall be made available to the CITY for examination, all of the CONTRACTOR's records with respect to matters covered by this Agreement, except to the extent that making such records available are prohibited by law or by the confidentiality provisions of this Agreement. The CONTRACTOR shall permit the CITY and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, purchase orders, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to business or commercial matters covered by this Agreement.
- B. CONTRACTORS who expend \$300,000 or more of Federal funds during the year shall have an audit conducted in accordance with the Federal Government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. CONTRACTORS who receive \$15,000 or more in funding from the CITY, and do not fall under A-133, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.

24. Publication, Reproduction and Use of Material: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, the CITY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such material.

25. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the CITY, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the CITY, month and year of the preparation, name of the CONTRACTOR, Agreement No. and descriptive title.

26. Conflict of Interest:

- A. In the procurement of supplies, equipment, construction and service by the CONTRACTOR, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
- B. No member, officer, official, or employee of the CONTRACTOR, or any other who exercises any functions or responsibilities with respect to the programs of the CONTRACTOR during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The CONTRACTOR shall incorporate, or cause to be incorporated in all such

subsequent agreements or sub agreements, a provision prohibiting such interest pursuant to the purposes of this section.

27. Successors and Assigns: The CITY and the CONTRACTOR, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
28. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
29. Enforcement: The CONTRACTOR agrees to pay to the CITY all costs and expenses including reasonable attorney's fees incurred by the CITY in exercising any of its rights or remedies in connection with the enforcement of this Agreement if CONTRACTOR is found to be liable or in breach of any part of this Agreement.
30. Extent of Agreement: This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized agents of both CITY and CONTRACTOR.
31. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Farmington.
32. Approval Required: This Agreement shall not become effective or binding until approved by the Mayor of the City of Farmington, New Mexico.
33. Notices and Requests: All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, addressed as follows:

Contracting Agency: Contractor
Contact Name
Address
Farmington, NM 87401

Two notices shall be sent to:

City: City of Farmington
800 Municipal Drive
Farmington, New Mexico 87401
Attn: Purchasing Officer (1st Notice)
Attn: CDBG Administrator/Associate Planner (2nd Notice)
or to such address as either party designates by written notice to the other.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington, New Mexico effective the day and year first above written.

CITY OF FARMINGTON

CONTRACTOR

By: _____

Title: Mayor

Date: _____

(SEAL)

ATTEST:

By: _____

Title: _____

Telephone Number: _____

Date: _____

(SEAL)

City Clerk _____

Date: _____

Approves Compliance NMSA 1978
Annotated, Chapter 13 Public Purchases
and Property:

Edward Smylie
Purchasing Officer

Date: _____

Department Head Approval

Date: _____

Legal Department Approved to Form

Date: _____

ATTEST OR WITNESS:

Title: _____

Date: _____

State Taxation and Revenue Department
Taxpayer Identification Number:

Federal Taxpayer Identification or
Social Security Number:

CITY OF FARMINGTON, NEW MEXICO
CONTRACT EXHIBIT A – DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR:

Program Name:

Contract Control Number: 10-82395

The CONTRACTOR named above hereby certifies that they are in compliance with Sec. 49 CFR 199.21 of the Code of Federal Regulations requiring a drug-free workplace. The above named CONTRACTOR will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Sec. 49 CFR 199.21 of the Code of Federal Regulations.
2. Establish a drug testing, education, and training program as required by Sec. 49 CFR 199.21 of the Code of Federal Regulations, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by 49 CFR 199.21 of the Code of Federal Regulations, that everyone who works on the contract:
 - (a) Will receive a copy of the CONTRACTOR's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the CONTRACTOR's statement as a condition of employment on the contract.
4. Upon request by the CITY, CONTRACTOR agrees to provide evidence of the CONTRACTOR's random drug tests for compliance verification.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective CONTRACTOR to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.

OFFICIAL'S NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF
CONTRACTOR'S SIGNATURE	
TITLE	
FEDERAL ID NUMBER	