



CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

Consulting Services for the Citizens Police Advisory
Committee (CPAC)
RFP #07-67027

PROPOSAL OPENING DATE

November 28, 2006

2:00 P.M.

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Consulting Services for the Citizens Police Advisory Board (CPAC)
RFP #07-67027
November 28, 2006
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the Consulting Services for the Citizens Police Advisory Committee (CPAC) distribution packet #07-67027, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Campaign Contribution Disclosure Form, for a total of 39 pages.

The acknowledgment of the receipt should be signed and returned to the Buyer no later than **November 16, 2006**. Only potential Offerors who elect to return this form will receive copies of all future communications relating to, and including amendments to #07-67027, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document #07-67027.

Firm **does/does not (circle one)** intend to respond to Consulting Services for the Citizens Police Advisory Committee (CPAC), #07-67027.

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

Return To:

Christy Cadrain
Buyer II
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401
Telephone Number: 505-599-1365
Fax Number: 505-599-1159
Faxed copies of this form will be accepted.

REQUEST FOR PROPOSALS

RFP TITLE: Consulting Services for the
Citizens Police Advisory Committee (CPAC)

RFP #: 07-67027

City of Farmington
Central Purchasing Department
800 Municipal Drive (Mailing Address)
805 Municipal Drive (Location)
Farmington, New Mexico 87401

PROPOSAL OPENING DATE:

November 28, 2006 2:00 P.M.

Approved as to Form:

/s/ Edward Smylie
Edward Smylie, Purchasing Officer

If you have any questions regarding this
Request for Proposal please
contact:

/s/ Christy Cadrain
Christy Cadrain, Buyer II
Telephone Number: (505) 599-1365

DEADLINE FOR QUESTIONS:

November 16, 2006 AT 5:00 P.M. MDT

IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP
NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE
FRONT OF THE ENVELOPE.

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the above specified date and local time, 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 a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

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.

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

This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work.

OFFEROR MUST COMPLETE THE FOLLOWING	
COMPANY NAME/MAILING ADDRESS/CITY/STATE/ZIP CODE	
CONTACT PERSON	TELEPHONE NUMBER
To be a valid offer, Offeror must Sign Here	Title

Offeror must check the appropriate box below:

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

Amendment No. ___ Dated _____

Amendment No. ___ Dated _____

Amendment No. ___ Dated _____

Amendment No. ___ Dated _____

NOTICE TO OFFERORS

Competitive sealed proposals will be received by the City of Farmington, San Juan County, Farmington, New Mexico, at the Central Purchasing Office, Municipal Annex Building, 805 Municipal Drive, Farmington, New Mexico, 87401.

The proposals duly delivered and submitted will be opened and evaluated for supplying the following, on the dates and times reflected below:

Consulting Services for the Citizens Police Advisory Committee (CPAC)
RFP #07-67027
November 28, 2006
2:00 P.M.

Any proposal received after 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.

Further details and criteria for award may be obtained at the Central Purchasing Office, Municipal Annex Building, Farmington, New Mexico, by calling (505) 599-1373, and requesting Document Number 07-67027, or by accessing the Purchasing section of the City of Farmington website at www.fmtn.org. The City of Farmington reserves the right to accept or reject any or all bids.

Until the final award by the Farmington City Council, the City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to otherwise proceed when the best interest of said City will be realized. Proposals will be submitted sealed and plainly marked with the date and time of opening.

City of Farmington, New Mexico

By: /s/ Dianne Fuhrman
Dianne Fuhrman, Deputy City Clerk

First Publication Date: November 5, 2006
Second Publication Date: November 12, 2006
Opening Date: November 28, 2006

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 the City of Farmington is requesting proposals for Consulting Services for the Citizens Police Advisory Committee (CPAC).

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 negotiations; 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.

The Proposal total shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the Proposal total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the City with budget preparation, the Offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax which will be charged on the entire contract.

Request for Proposals
Consulting Services for the Citizens Police Advisory Committee (CPAC)
RFP #07-67027

I . Background Information

A. Introduction

The City of Farmington (City) is requesting proposals (RFPs) from qualified professional consulting firms (Offerors) for the project described below.

In 1995 The Farmington City Council through city ordinance (15-4-1 through 15-4-8) created a Citizens Police Advisory Committee (CPAC).

The ordinance specifies that CPAC shall:

Sec. 15-4-8. Advisory Nature. The citizen police advisory committee shall be advisory only. The recommendations of the citizen police advisory committee shall not be binding on the city, the city council or the police department.

Sec. 15-4-9. Functions, powers, goals, purposes and procedures.

The citizen police advisory committee shall:

- (1) Report to and consult with the city council from time to time as may be required by the mayor or the city council.
- (2) Assist and advise the police department in achieving a greater understanding of the nature and causes of complex community problems in the area of human relations with special emphasis on the advancement and improvement of relations between police and community minority groups.
- (3) Study, examine and recommend methods, approaches and techniques which would encourage and develop resources necessary to ensure an active citizen-police partnership in the prevention of crime.
- (4) Promote cooperative citizen-police programs and approaches to the solution of community crime problems emphasizing the principle that the administration of justice is a responsibility that requires total community involvement.
- (5) Recommend procedures, programs, and legislation to enhance cooperation among citizens of the community and police.
- (6) Consult and cooperate with federal, state, city and other public agencies, commissions and committees on matters within the committee's charge.
- (7) Review action taken by the police department regarding incidents that create community concern or controversy; provided, however, that such review will not be undertaken until after the department completes its own internal investigation regarding any such incident.
- (8) Adopt procedures and guidelines not inconsistent with this article regarding how the business of the committee is to be conducted.

Currently by ordinance (15-4-3) the CPAC committee includes one chairperson and six committee members.

CPAC is managed out of the city manager's office where an administrative assistant acts as a coordinator for committee members and as a point of contact for the citizen calls to the CPAC telephone line. The coordinator is also responsible for contacting the CPAC chairperson with committee issues as well as CPAC members on a rotational basis to handle calls for assistance. The police department's Internal Affairs Lieutenant is the initial point of contact and liaison between the police department and CPAC.

Currently, citizens wishing to file complaints against members of the police department can either file it with the Police Department or can by-pass the Police Department and go directly to CPAC. A CPAC board member then works directly with the internal affairs lieutenant and asks for an investigation if necessary. If a citizen is unhappy or disagrees with the outcome of a Police Department investigation, they can take the matter to CPAC for review.

This is the first outside independent review of CPAC and should be a detailed examination of the police advisory committee system and the city code pertaining to CPAC, which shall include recommended changes or amendments to improve the process.

B. Scope of Service

The evaluation shall make a complete assessment and analysis of Farmington's CPAC process and recommend any necessary changes, amendments or best practices that would appropriately improve the process. The evaluation should contain, but is not limited to the following concepts:

Task 1. Interview Oversight Participants The consultant is instructed to interview key persons involved in the functions of the citizens police advisory committee process, including all CPAC committee members, Chief of Police, Deputy Chief of Police, Police Captains, Internal Affairs Lieutenant and police officers, the city manager, mayor, city attorney, city councilors and a variety of citizen stakeholders.

Task 2. Citizens Police Advisory Committee Review CPAC's procedures and organizational structure. Examine whether CPAC is devoting sufficient time to citizens complaints and issues brought before the committee and is required by ordinance. Determine whether complaints are being processed, investigated, reviewed, and resolved in a timely and efficient manner. Review issues of confidentiality, including what information from Internal Affairs Investigations and subsequent findings should be made public. Recommend and identify appropriate training courses for CPAC members. Review the current city ordinance that governs CPAC for best practices and recommendations for improvement. Evaluate the need for what type of documentation should be produced by CPAC, i.e.: Meeting minutes, annual/bi-annual reports, any

documentation to inform the mayor and council of their activities. Evaluate public efforts and educational efforts and activities.

Task 3. Accountability and Communication Evaluate communication and accountability between individual citizens who have initiated complaints against the police and the Citizens Police Advisory Committee. Evaluate the actual and perceived levels of accountability and communication between the community and the police. Determine whether the police advisory committee process is improving relations between the police and community and enhancing public confidence in the oversight process. Review and make recommendations on the City of Farmington Police Department's process for investigating complaints and make recommendations regarding the department's process on investigating complaints against Police Department certified and non-certified employees. The review will include the best practices and recommended processes for handling complaints against employees. The evaluation will include recommendations for improvement of the ordinance and overall system of the Citizens Police Advisory Committee.

Task 4. Use of Force Incidents and Investigations Random evaluation of the use of force incidents by Farmington Police Department officers. Conduct a random evaluation of the use of force incidents, reports, and investigations to evaluate appropriateness of the use, and level of force used to apprehend suspects or control situations. Provide suggestions of potential solutions to areas of needed improvement. This is to be a random review, however shall contain the review of several alcohol related incidents and a domestic violence incidents. It shall also contain the review of when an impact weapon (baton) was used as well as a less lethal weapon such as a taser or beanbag shotgun round. A review of the Police Department's administrative officer involved shooting procedures as well as K-9 use and deployment shall be reviewed.

C. Qualifications of Offerors

Offeror shall have extensive experience and knowledge in evaluating, designing, and implementing Police Oversight Committees and or Civilian/Citizen government review committees.

Offeror shall have extensive knowledge of law enforcement best practices in the areas of policies and procedures, use of force, racial profiling & bias based policing, civil rights issues and handling of citizen's complaints.

Offeror shall have extensive knowledge of CALEA standards and the law enforcement accreditation process.

Offeror shall have extensive knowledge of best practices and procedures of Law Enforcement Internal Affairs, Misconduct, and Officer Involved Criminal investigations.

Offeror shall address their knowledge of the New Mexico State Statutes 1978, Chapter 13 Public Purchases and Property.

Offeror's proposal shall include resumes of key personnel who will be performing service on project.

D. Intent

It is the intent of the City to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for 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.

E. Information Provided by City

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. The City takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement. 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 an RFP. Each person requesting an interpretation will be responsible for the delivery of such request 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.

II. Proposal Process

A. Introduction

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 readvertise, 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.

B. Schedule

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

Preliminary Schedule	
<u>Activity</u>	<u>Date</u>
Issue RFP	November 5, 2006
Deadline for Questions	November 16, 2006
Proposal Due Date	November 28, 2006
Recommendation to City Council for Negotiations	December 5, 2006
Recommendation to City Council for Award	December 19, 2006
Contract Commencement Date	December 20, 2006

C. Due Date

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

Ms. Christy Cadrain
Central Purchasing Division
City of Farmington
805 Municipal Drive
Farmington, NM 87401-2663

no later than 2:00 p.m. on November 28, 2006 (the "Due Date"). The Submittal Form (see page 4) must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked "Proposal for Consulting Services for the Citizens Police Advisory Committee (CPAC) – Farmington, New Mexico." 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.

D. Number of Copies

The Offeror shall submit six (7) copies of the proposal. All expenses associated with this submittal will be borne solely by the Offeror.

E. Inquiries

Questions and/or clarifications concerning this RFP will be accepted in writing through **5:00 p.m. November 16, 2006**. 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, is scheduled to be issued by **5:00 p.m. November 20, 2006**. 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:

Christy Cadrain
Buyer II
(505) 599-1365
Fax (505) 599-1159
ccadrain@fmtn.org

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.

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.

F. Format and Content

Offerors shall include in their proposal the information and documentation requested in this RFP in the format described. The failure of an Offeror to adhere to requirements may, at the sole discretion of the City, result in the rejection of the proposal.

G. Signing of Proposals and Authorization to Negotiate

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. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the City.

H. Period of Acceptance

All proposals must remain valid for a minimum period of sixty (60) 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.

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.

I. Binding Offers

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 60-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 in the form of binding best and final offers.

J. Subcontracts and Other Contractual Arrangements

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. The City will evaluate the Offeror's structure against a number of important factors, as discussed in this RFP.

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.

K. Equal Employment Opportunity

No Offeror shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. All subcontractors will be required to comply with the same laws, procedures, policies, and regulations as the Offeror.

L. Independence of the Offeror

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.

M. Laws and Regulations

This procurement shall be governed by and 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.

N. Confidentiality

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, except material(s) previously designated by the Offeror as proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words "proprietary" or "confidential". 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.

O. Prohibited Contacts

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 or evaluation committee members, 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.

P. Bribery and Kickbacks

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).

Q. Conflict of Interest

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.

R. Cost Proposal

The Offeror must submit a Cost Proposal in the format outlined on Exhibit A, "Cost of Proposal."

S. Pricing

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

The Offeror shall provide an hourly rate schedule for on-going assistance, analysis and advice. This rate will be utilized to determine payment for any additional services, travel or professional time that was not anticipated.

T. Contract Completion

The contract completion date shall be no more than **120 days** following execution of the Agreement, except for causes beyond the control of the Offeror. Any alterations in the completion date shall be agreed to in writing by the City and the Offeror.

U. Payments

For payment due for basic services, the Offeror shall submit invoices at the end of each four-week billing period. Invoice amounts shall be based on the Offeror's estimated percent completion.

The Offeror shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

The invoice shall be address as follows:

City of Farmington, Accounts Payable
800 Municipal Drive
Farmington, NM 87401

Payments shall be paid to Offeror within 30 days contingent upon the following:

Application of payment discounts, if considered to be in the best interest of the City;

From date of receipt by the City of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the City;

On the condition that the Offeror has accomplished the Services to the satisfaction of the City. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Offeror.

V. Insurance Requirements

INDEMNIFICATION; MINIMUM LIABILITY INSURANCE REQUIREMENTS - Offeror agrees to protect, defend, indemnify, and hold harmless City and its 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 Offeror. Offeror'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. Offeror further agrees to protect, defend, indemnify, and hold harmless the City and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Offeror.

OFFEROR'S COMMERCIAL GENERAL LIABILITY INSURANCE - Offeror 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 Offeror's operations under the Contract Documents, 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 these Contract Documents or

required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

OFFEROR'S AUTOMOBILE LIABILITY INSURANCE - Offeror 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 Offeror's operations under the Agreement, whether such operations be by the Offeror 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.

OFFEROR'S WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE - The Offeror shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Offeror shall procure and maintain during the life of this Contract 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 Offeror 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 Offeror shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The City, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Offeror to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Offeror 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 work under this contract.

COVERAGE LIMITS - Insurance coverage limits required to be carried by the Offeror under this Section shall be as follows:

Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:

Combined Single Limit coverage of \$1,000,000

Offeror'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.

INCREASED LIMITS - If, during the term of the Agreement, the City requires the Offeror to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Offeror's compensation will be made.

CERTIFICATES OF INSURANCE - Offeror shall include as part of the Contract Documents 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.

ADDITIONAL BONDS AND INSURANCE - Prior to delivery of the executed Agreement by City to Offeror, City may require Offeror to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as City may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by Offeror; if subsequent thereto, they shall be paid by City (except as otherwise provided).

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. Workers' Compensation coverage shall include a waiver of subrogation in favor of the City.

W. Protest Deadline

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
City of Farmington
805 Municipal Drive
Farmington, NM 87401-2663

X. Summary

The anticipated outcome of the evaluation will be an independent analysis of the effectiveness of the system of a civilian advisory committee of the Farmington Police Department.

Special Requirement: All recommendations and proposed changes to Farmington Police Department policy and procedure MUST meet CALEA standards. There are no exceptions to this requirement.

III. Proposal Requirements

A. General Format for Proposals

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. It is the Offeror's responsibility to ensure that all information in the proposal is easily readable by the City. The City, at its sole discretion, may reject any proposal which is unclear in any way.

B. Organization of Materials

Proposals must be organized in the following manner:

- Submittal Form and Cost Proposal
- Campaign Contribution Disclosure Form
- Cover Letter
- Title Page
- Table of Contents
- Approach to the Scope of Work
- Qualifications and Experience of Team Members
- Professional Resumes

C. Contents of Proposal

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 any operating agreement with the City or to which the Offeror intends to assign material responsibilities under any such agreement.

Submittal Form and Cost Proposal

The submittal form is included as Page 4 and the cost proposal (Exhibit A) is included as Page 24. They must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

Cover Letter

The cover letter shall constitute a firm offer to the City and be utilized to introduce the Offeror(s). Cover letters should contain the following information:

- Designation of the business entity that will contract with the City;

- A brief identification of the roles of all Offeror team members;
- 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;
- A clear statement indicating that the attached proposal constitutes a firm and binding offer by the Offeror to the City; and
- A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

Title Page

The cover letter should be followed by a title page on letterhead of the lead Offeror. It should contain the name and identification number of this RFP, and identify the name, title, company, mailing address, phone number (voice and facsimile), and email of all persons authorized to commit the Offeror to contractual arrangements with the City. This person will be considered by the City as the Offeror's contact point for all communication regarding this procurement.

Table of Contents

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.

Content of Proposal

Approach to the Scope of Work

Offeror to provide a task breakdown and description of their proposed approach.

Qualifications and Experience of Team Members

Professional Resumes

Offerors are required to provide a professional resume for each key member of the proposed team organized in the following manner:

- Professional Background
- Current and Past Relevant Employment
- Educations
- Certifications
- Listing of Directly Relevant Projects
- Project Description
- Role of the Individual

V. Review and Evaluation

A. Evaluation Criteria

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

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, and 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:

35 points Completeness, proposed method to complete goals, and project schedule which addresses the proposed scope of services. Demonstrated knowledge and understanding of issues addressed in the scope of services. The proposal will be evaluated on the basis of thoroughness, impartiality, soundness, and a demonstrated and proven insight into the scope of work.

35 points Demonstrated qualifications of the firm to perform the services based on recent experience of similar work. Firms may provide examples of completed similar work performed as a demonstration of skill and knowledge, or references from organizations that recently utilized the firm services for similar work.

The personnel in the proposal submitted by your firm shall demonstrate qualifications to perform the scope of work. Firm may provide examples of completed similar work performed for each individual as a demonstration of skill and knowledge, and/or references from organizations and/or individuals that recently utilized the work with the firm personnel to complete similar work.

Personnel assigned to this project will remain responsible throughout the period of this project. No substitution or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Purchasing Officer or the Project Administrator (City Manager).

20 points Past record of performance on similar contracts with government agencies with respect to such factors as of thoroughness of completed scope of work, demonstrated ability to meet agreed upon schedules.

**City is requesting a 4 (120 days) month project completion time, from agreed upon start date to final acceptance of completed work.

Provide a summary of projects completed by your firm which address the above factors referenced in these criteria.

10 points Project Cost

100 points Proposals will be evaluated based on the above 100 points of the evaluation criteria. City may continue with oral presentations with the top rated firms if such are deemed to be necessary by the City.

EXHIBIT A
COST OF PROPOSAL

For services as outlined, I _____ will
representing the firm of _____ will
perform the necessary consulting services, according to the request for proposals for the
following costs:

A. Direct Salary Costs:

<u>Key Personnel Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost (\$)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Direct Salary Costs: \$ _____

B. Labor and General & Administrative Overhead*

Percentage of Direct Salary Costs _____% \$ _____

C. Direct Nonsalary Expenses, include _____ number of trips to Farmington, NM

Transportation _____
Per Diem _____
Printing _____
Consultants _____
Other _____

Total Direct Non-salary Expenses \$ _____

D. Subtotal of Items A, B, and C: \$ _____

E. Outside Consultant Costs (specify) \$ _____

Total Cost \$ _____

* For Item B, the Offeror should submit a statement of auditable overhead expenses, certified by the Offeror's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

Signed: _____
Company Name: _____
Telephone Number: _____
Date: _____

EXHIBIT B
Preparation and Evaluation
of Request for Proposals
for the Citizens Police Advisory Committee (CPAC)
Contract
DRAFT AGREEMENT
RFP #07-67027

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the City of Farmington, New Mexico, a municipal corporation ("CITY"), and _____ ("CONSULTANT").

The City Council of the City of Farmington approved the proposal for the Consulting Services for the Citizens Police Advisory Committee (CPAC) _____ for providing professional services as described in this Agreement.

ARTICLE 1
BASIS OF COMPENSATION

For Basic Services, as described in Article 3, Basic Compensation shall be computed as follows:

The CITY agrees to pay the CONSULTANT up to the amount of _____ Dollars (\$_____), which amount shall constitute full and complete compensation for the CONSULTANT's Services under this agreement, including all expenditures made and expenses incurred by the CONSULTANT in performing the Services.

On-Going Assistance, Analysis and Advice.

Additional services based on hourly rate schedule, Exhibit A, Reference Section 3.3.

ARTICLE 2
TERM OF AGREEMENT

2.1 This Agreement shall be effective as to the _____ day of _____, 20____ and shall continue, subject to the provisions of Article 9 and Article 10, until _____, 20____.

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BETWEEN CITY AND CONSULTANT**

ARTICLE 3
BASIC SERVICES

To provide services consisting of:

3.1 Scope of Services

3.1.1 The CONSULTANT shall provide a detailed proposal as to how each of the issues and factors outlined in the following tasks will be addressed.

3.1.1.1 Task 1 - Interview Oversight Participants The consultant is instructed to interview key persons involved in the functions of the citizens police advisory committee process, including all CPAC committee members, Chief of Police, Deputy Chief of Police, Police Captains, Internal Affairs Lieutenant and police officers, the city manager, mayor, city attorney, city councilors and a variety of citizen stakeholders.

3.1.1.2 Task 2 - Citizens Police Advisory Committee Review CPAC's procedures and organizational structure. Examine whether CPAC is devoting sufficient time to citizens complaints and issues brought before the committee and is required by ordinance. Determine whether complaints are being processed, investigated, reviewed, and resolved in a timely and efficient manner. Review issues of confidentiality, including what information from Internal Affairs Investigations and subsequent findings should be made public. Recommend and identify appropriate training courses for CPAC members. Review the current city ordinance that governs CPAC for best practices and recommendations for improvement. Evaluate the need for what type of documentation should be produced by CPAC, i.e.: Meeting minutes, annual/bi-

annual reports, any documentation to inform the mayor and council of their activities. Evaluate public efforts and educational efforts and activities.

3.1.1.3 Task 3 - Accountability and Communication Evaluate communication and accountability between individual citizens who have initiated complaints against the police and the Citizens Police Advisory Committee. Evaluate the actual and perceived levels of accountability and communication between the community and the police. Determine whether the police advisory committee process is improving relations between the police and community and enhancing public confidence in the oversight process. Review and make recommendations on the City of Farmington Police Department's process for investigating complaints and make recommendations regarding the department's process on investigating complaints against Police Department certified and non-certified employees. The review will include the best practices and recommended processes for handling complaints against employees. The evaluation will include recommendations for improvement of the ordinance and overall system of the Citizens Police Advisory Committee.

3.1.1.4 Task 4 - Use of Force Incidents and Investigations Random evaluation of the use of force incidents by Farmington Police Department officers. Conduct a random evaluation of the use of force incidents, reports, and investigations to evaluate appropriateness of the use, and level of force used to apprehend suspects or control situations. Provide suggestions of potential solutions to areas of needed improvement. This is to be a random review, however

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shall contain the review of several alcohol related incidents and a domestic violence incidents. It shall also contain the review of when an impact weapon (baton) was used as well as a less lethal weapon such as a taser or beanbag shotgun round. A review of the Police Department's administrative officer involved shooting procedures as well as K-9 use and deployment shall be reviewed.

3.1.1.9 Contract shall be deemed complete upon accomplishment of all tasks (1, 2, 3, and 4) as provided above, and referenced in 3.1.

3.2. CONSULTANT's response to the specifications of the CITY's RFP are both incorporated in this Agreement by reference.

3.3 Additional Services

3.3.1 The CONSULTANT's hourly rate schedule, Exhibit A, is incorporated in this Agreement by reference for on-going assistance, analysis and advice. This rate will be utilized to determine payment for any additional services, travel or professional time that were not anticipated.

3.3.2 Travel and per diem or subsistence costs, if any, supported by a breakdown including destination, duration and purpose. Reimbursement shall be limited to those that are allowable under Federal cost principles contained in 48 CFR, Chapter 1, Part 31, Federal Acquisition Regulation (FAR 31). Automobile mileage and per diem shall not exceed the amounts authorized by the New Mexico per diem and mileage act. Air transportation shall be coach fare.

ARTICLE 4

PAYMENT

4.1 For payment due for basic services the CONSULTANT shall submit invoices at the end of each four-week billing period. Invoice amounts shall be based on the CONSULTANT's estimated percent completion.

4.2 The CONSULTANT shall provide an invoice which provides detailed billing for services provided no later than (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

4.3 The invoice shall be addressed as follows:

City of Farmington, Accounts Payable
800 Municipal Drive
Farmington, New Mexico 87401

4.4 Payments shall be paid to CONSULTANT within 30 days contingent upon the following:

4.4.1 Application of payment discounts, if considered to be in the best interest of the CITY;

4.4.2 From date of receipt by the CITY of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the CITY;

4.4.3 On the condition that the CONSULTANT has accomplished the Services to the satisfaction of the CITY.

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Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the CONSULTANT.

ARTICLE 5

REPORTS AND RECORDS

5.1 CONSULTANT shall maintain full and complete financial records kept in accordance with approved and accepted accounting procedure which records shall be available for inspection by the CITY at reasonable times and upon reasonable notice.

ARTICLE 6

DESIGNATED REPRESENTATIVE

6.1 The CITY designates the City Manager or another person designated by him/her, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and for approving all records pertinent to this Agreement.

ARTICLE 7

**VERBAL AGREEMENT OR
CONVERSATION**

7.1 No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms of this Agreement.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 Neither the CONSULTANT nor the CONSULTANT's employees are considered to be employees of the City of Farmington for any purpose whatsoever. CONSULTANT is considered as an independent contractor at all times in the performance of the Services described in Article 3. CONSULTANT further agrees that neither CONSULTANT nor its employees are entitled to any benefits from the CITY under the provisions of the Workers' Compensation Act of the State of New Mexico.

ARTICLE 9

TERMINATION FOR CAUSE

9.1 If, through any cause, CONSULTANT fails to fulfill in a timely and proper manner CONSULTANT's obligations under this Agreement or if CONSULTANT violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONSULTANT by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If CONSULTANT fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, CITY shall have the right to immediately terminate this Agreement. The CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by CONSULTANT, and the CITY may withhold

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any payments to the CONSULTANT for the purposes of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

ARTICLE 10

**TERMINATION FOR CONVENIENCE OF
CITY**

10.1 The CITY Manager may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the CONSULTANT. If this Agreement is terminated due to the fault of CONSULTANT, Article 8 of this Agreement relative to termination shall apply and no compensation or reimbursement to CONSULTANT shall be due. If terminated for any other reason, CITY will reimburse CONSULTANT for all documented out-of-pocket expenses incurred in connection with this Agreement.

ARTICLE 11

DISCRIMINATION PROHIBITED

11.1 In performing the required Services, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE 12

ENFORCEMENT

12.1 CONSULTANT 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.

ARTICLE 13

APPLICABLE LAW

13.1 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.

ARTICLE 14

SUCCESSORS AND ASSIGNS

14.1 The CITY and the CONSULTANT, 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 CONSULTANT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 15

EXTENT OF AGREEMENT

15.1 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 16

INDEMNIFICATION

16.1 CONSULTANT agrees to protect, defend, indemnify, and hold harmless CITY and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of

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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 CONSULTANT. CONSULTANT'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. CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY and its 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 CONSULTANT.

ARTICLE 17

NOTICE & REQUESTS

17.1 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:

CONSULTANT:

CITY: City of Farmington
 800 Municipal Drive
 Farmington, New Mexico
 87401
 Attn: Purchasing Officer

or to such address as either party designates by written notice to the other.

ARTICLE 18

INSURANCE REQUIREMENTS

18.1 CONSULTANT agrees to protect, defend, indemnify, and hold harmless CITY and its 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 CONSULTANT. CONSULTANT'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. CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of CONSULTANT.

18.2 CONSULTANT's Commercial General Liability Insurance - CONSULTANT 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

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--

loss of use resulting therefrom, any or all of which may arise out of or result from CONSULTANT's operations under the Contract Documents, 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 these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

18.3 CONSULTANT's Automobile Liability Insurance CONSULTANT 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 CONSULTANT's operations under the Agreement, whether such operations be by the CONSULTANT 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.

18.4 CONSULTANT's Workers' Compensation and Employer's Liability Coverage - The CONSULTANT shall

comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and CONSULTANT shall procure and maintain during the life of this Contract 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 CONSULTANT 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 CONSULTANT shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The CITY, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the CONSULTANT to comply with the provisions of this paragraph.

18.4.1 If any class of employee is not protected under the Workers' Compensation Statute, the CONSULTANT 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 work under this contract.

18.5 Coverage limits - Insurance coverage limits required to be carried by the CONSULTANT under this Section shall be as follows:

18.5.1 Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:

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18.5.1.1 Combined Single Limit coverage of \$1,000,000

18.5.1.2 CONSULTANT'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.

18.6 Increased Limits - If, during the term of the Agreement, the CITY requires the CONSULTANT to increase the maximum limits of any insurance required herein, an appropriate adjustment in the CONSULTANT's compensation will be made.

18.7 Certificates of Insurance - CONSULTANT shall include as part of the Contract Documents 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.

18.8 Additional Bonds and Insurance - Prior to delivery of the executed Agreement by CITY to CONSULTANT, CITY may require CONSULTANT to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as CITY may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by CONSULTANT; if subsequent thereto, they shall be paid by CITY (except as otherwise provided).

18.9 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. Workers' Compensation coverage shall include a waiver of subrogation in favor of the CITY.

ARTICLE 19

**INCORPORATION BY REFERENCE AND
PRECEDENCE**

19.1 This Agreement is derived from the following documents:

19.1.1 The Request for Proposal ("RFP"), written clarifications to the RFP and response to questions;

19.1.2 The CONSULTANT's Best and Final Offer; and

19.1.3 The CONSULTANT's response to the RFP.

19.2 In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

19.2.1 Amendments to the Agreement in reverse chronological order;

19.2.2 The Agreement, including the Scope of Services;

19.2.3 The CONSULTANT'S Best and Final Offer;

19.2.4 The Request for Proposals, including attachments thereto and written responses to questions and written clarifications; and

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

19.2.5 The CONSULTANT'S response to the Request for Proposals.

ARTICLE 20

CONFIDENTIALITY

20.1 Confidential Information

20.1.1 CITY proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to CONSULTANT. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to CONSULTANT by City. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require CITY to disclose any of its information.

20.2 CONSULTANT's Obligations

20.2.1 CONSULTANT agrees that the Confidential Information is to be considered confidential and proprietary to CITY and CONSULTANT shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with CITY, and shall disclose it only to its officers, directors, or employees with a specific need to know. CONSULTANT will not disclose, publish or otherwise reveal any of the Confidential Information received from CITY to any other part whatsoever except with the specific prior written authorization of CITY.

20.2.2 Confidential Information furnished in tangible form shall not be duplicated by

CONSULTANT except for purposes of this Agreement. Upon the request of CITY, CONSULTANT shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At CONSULTANT's option, any documents or other media developed by the CONSULTANT containing Confidential Information may be destroyed by CONSULTANT. CONSULTANT shall provide a written certificate to CITY regarding destruction within ten (10) days thereafter.

20.3 Effective Period

20.3.1 The obligations of CONSULTANT herein shall be effective (Non-Disclosure Period) from the date CITY last disclosed and Confidential Information to CONSULTANT pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against CONSULTANT, nor by the rejection of any agreement between CITY and CONSULTANT, by the trustee of CONSULTANT in bankruptcy, or by the CONSULTANT as a debtor-in-possession or the equivalent of any of the foregoing under local law.

20.4 Other Information

20.4.1 CONSULTANT shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by CONSULTANT;

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

is rightfully received by CONSULTANT without obligations of confidentiality; or is developed by CONSULTANT without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to CITY along with the asserted grounds for disclosure.

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: CITY OF FARMINGTON

CONSULTANT:_____

By:_____

By:_____

Title: Mayor

Title:_____

Telephone Number:_____

(SEAL)

(SEAL)

ATTEST:

ATTEST OR WITNESS:

City Clerk

Title:_____

Approved as to form:

State Taxation and Revenue Department
Taxpayer Identification Number

Edward Smylie
Purchasing Officer

Federal Taxpayer Identification or
Social Security Number

EXHIBIT A

HOURLY RATES FOR ADDITIONAL SERVICES

CITY OF FARMINGTON
OFFEROR'S ESTIMATE OF TAXES

The City of Farmington issues **Type 9 Non-Taxable Transaction Certificates** (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive an NTTC please contact Accounts Payable at 505-599-1222. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Proposal Submittal Form (AF-1), hereby swear that I am duly authorized to legally bind the prospective contractor to this estimate of taxes certification. Hereby as Offeror, I certify that Offeror has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Proposal and that, in Offeror's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Proposal Form AF-3. I affirm Offeror will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimated below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

New Mexico Gross Receipts Tax	_____ %	\$ _____	Bidder's Initial Here to Certify Compliance
Compensating Tax	_____ %	\$ _____	
Other	_____ %	\$ _____	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

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)