

CITY OF FARMINGTON 800 MUNICIPAL DRIVE FARMINGTON, NEW MEXICO 87401

Credit Repair and Financial Literacy Classes RFP #14-100435

PROPOSAL OPENING DATE
November 7, 2013
2:00 P.M.

DEADLINE FOR QUESTIONS
October 30, 2013
2:00 p.m.

Table of Contents

Section Acknowledgment of Receipt Form	Page 3
Request for Proposals - Submittal	
request for 1 roposals - Submittal	
Notice to Offerors	5
General Conditions	6
I. Background Information	7
1. General Information	
Scope of Work General Requirements	
II. Proposal Process	10
1. Introduction	
2. Schedule	
3. Due Date	
4. Pre-Proposal Conference	
5. Number of Copies	
6. Inquiries	
7. Signing of Proposals and Authorization to Negotiate	
8. Period of Acceptance	
9. Binding Offers	
10. Subcontracts and Other Contractual Arrangements	
11. Independence of the Offeror12. Laws and Regulations	
13. Confidentiality	
14. Prohibited Contacts	
15. Bribery and Kickbacks	
16. Protest Deadline	
17. Agreement	
18. Contract Length	
19. References	14
20. Conflict of Interest	14
III. Proposal Format Requirements	16
1. General Format for Proposals	16
2. Organization of Materials	
3. Contents of Proposal	16
IV. Evaluation	
1. Criteria for Award	18
Project Description Form	Exhibit A
Offeror's Estimate of Taxes	
Campaign Contribution Disclosure Form	
Draft Agreement	Exhibit D

Credit Repair and Financial Literacy Classes RFP #14-100435 November 7, 2013 2:00 P.M.

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of the Credit Repair and Financial Literacy Classes distribution packet #14-100435, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Exhibit D, for a total of 33 Pages.

The acknowledgement of the receipt should be signed and returned to the Buyer no later than October 30, 2013. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #14-100435, if issued.

DUONE	
PHONE:	
_ FAX:	
_STATE:	ZIP:
	DATE:
correspondence	e related to document #14-100435.
respond to Cre	edit Repair and Financial Literacy
	for not responding:
unn, CPPB, Bu of Farmington ral Purchasing Municipal Drive	
	FAX: _STATE: correspondence o respond to Cre a brief reason

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

Phone: (505) 505-599-1376 Fax: (505) 599-1377 Email: sdunn@fmtn.org

REQUEST FOR PROPOSALS

*******	Approved as to form:
RFP TITLE: Credit Repair and	/s/Edward Smylie
Financial Literacy Classes	Edward Smylie, CPPO
RFP #: 14-100435	Purchasing Officer

PROPOSALS SHALL BE DELIVERED TO:	If you have any questions regarding this
CITY OF FARMINGTON	Request for Proposal, please contact:
CENTRAL PURCHASING DEPARTMENT	(, (6)
800 MUNICIPAL DRIVE (Mailing Address)	(s/Sharron Dunn
OR	Sharron Dunn, CPPB Buyer I
805 MUNICIPAL DRIVE (Physical Location)	Dayor 1
FARMINGTON, NM 87401	DEADLINE FOR QUESTIONS:
	DATE: October 30, 2013
PROPOSAL OPENING DATE:	TIME: 2:00 p.m.
November 7, 2013, 2:00 P.M.	TALED FAIVELODE OD DOV WITH THE DED
IMPORTANT – PROPOSALS MUST BE SUBMITTED IN A SENUMBER AND OPENING DATE CLEARLY INDICATED ON T	
NOMBER AND OF ENING DATE GLEARET INDIGATED ON	THE FRONT OF THE ENVELORE ON BOX.
EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPT	
Sealed proposals will be received until the above specified Farmington Central Purchasing Department. The opening of	
maintain the confidentiality of the contents of all proposals duri	
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The undersigned declares that the amount and nature of the s	
of this proposal is in strict accordance with the conditions set and that the undersigned Offeror has read and understands th	
and that the undereigned energy has read and anderetained th	o coope and conditions of the fair.
The undersigned, in submitting this proposal, represents that	
discriminate with regard to race, age, religion, color, national of specified in Sec. 28-1-7 NMSA 1978 in the performance of the	
("CITY").	is contract between one of and the city of rammington
The section of the se	
The undersigned hereby proposes to perform necessary conditions stated in this proposal after notice of award of the c	
conditions stated in this proposal after house of award of the o	ontrade.
This RFP is subject to the Purchase Order "Terms and Condi	tions," Proposal Requirements, Scope of Work and any
subsequent contract or agreement. OFFEROR MUST COMPLE	TE THE FOLLOWING
OTTENON MOOT COMITEE	TE THE FOLLOWING
OOMBANNAME (MANUNIO ARRESON (OTT) (OTATE (TID (I)
COMPANY NAME / MAILING ADDRESS / CITY / STATE / Z	ZIP (please print)
CONTACT PERSON (please print) EMAIL	TELEPHONE
In-State Preference will be applied only to those in-state c following:	ertified businesses that <u>have</u> completed the
Offeror has received certification from the State of New Mexico	o for Resident Business Certification. Offeror has been
issued Certification # and is therefore eligible fo	r the 5% preference. In-state certification approval is
required at the time of the proposal opening to be eligible for in	n-state preference.
Resident Veterans Preference will be applied only to those	e bidders who have completed the following along
with the Resident Veterans Preference Certification form i	
Offeror has received certification from the State of New Mexico issued Certification # . Offeror must includ	o for Resident Veterans Preference. Offeror has been e their State of New Mexico certificate with their
proposal. Resident veterans preference certification approval	
eligible for resident veterans preference.	
To be a valid proposal, Offeror must sign here	Title
Offeror must check the appropriate box below:	
If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF TH	E FOLLOWING AMENDMENT(S):
Addendum No Dated	Addendum No Dated
Addendum No Dated	Addendum No Dated

CITY OF FARMINGTON, NEW MEXICO NOTICE TO OFFERORS Credit Repair and Financial Literacy Classes, RFP # 14-100435 November 7, 2013 @ 2:00 P.M.

Request for Proposal (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.

Questions and/or clarifications regarding this RFP will be received until October 30, 2013 at 2:00 p.m.

The above document has been issued by the City of Farmington for a competitive solicitation. Interested parties may obtain documents as described above.

Publication Date: October 16, 2013

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 the City of Farmington (City) is requesting proposals (RFPs) for Credit Repair and Financial Literacy Classes #14-100435.

Proposals must include, but are not limited to, the requirements set forth in the RFP. Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written notice on company letterhead.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Pursuant to 13-1-115 NMSA 1978, 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. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

The City will open all proposals, assign an evaluation committee 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 agreement or contract.

The agreement or contract award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP.

The Proposal total shall <u>exclude</u> all applicable taxes including applicable New Mexico Gross Receipts Tax or applicable local option tax. The City will pay the successful Offeror for any taxes due on the agreement or contract and will pay any increase in applicable taxes which become effective after the date the agreement or contract is entered into in addition to the Proposal total amount. Taxes shall be shown as a separate line item and separate amount on the invoice.

The Offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to the agreement or contract and shall estimate the amount of each tax which will be billed to the City.

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

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

Request for Proposals Credit Repair and Financial Literacy Classes RFP 14-100435

I. Background Information

1. General Information

The City of Farmington (City) is requesting proposals (RFPs) from qualified firms and non-profit organizations (Offerors) interested in receiving Community Development Block Grant (CDBG) funding for a public service Credit Repair/Financial Literacy Class. The class will be offered to Low and Moderate Income Persons who reside in the City of Farmington. A total funding amount of \$10,000 is available for these services. Income verification will be in accordance with HUD requirements.

2. Scope of Work

Certification

The Contractor shall provide Credit Repair/Financial Literacy Classes from a standardized or accredited class format and the teacher must be licensed, trained, or otherwise certified to teach the class.

b. Low and Moderate Income Benefit

Low and Moderate Income Limited Clientele (LMC) – This is an activity which provides benefits only to persons whose family income meets the City of Farmington By-Family-Size Income Limits. A key provision of LMC projects is that all persons assisted must have their family income level verified.

c. Classroom Arrangements

The contractor shall arrange for and schedule the classroom space and times. The classes must be taught in an ADA accessible facility.

d. Project Financial Plan or Pro Forma

Provide a financial plan for the proposed classes. Detail how the funds will be expended. Provide an estimate of the number of proposed clients who will receive benefits. Detail administrative expenses, class materials, costs per class, per client, and per hours of services. Be specific. A maximum of 10 percent of any public service project funding may reimburse eligible administrative expenses.

e. Record Keeping

The Contractor must maintain financial records, receipts for costs and expenses for a minimum of three years from the end of classes. Client records must include race/ethnicity, income levels, hours of service, and residency. Copies of the income documentation must be kept in the records. Records are subject to monitoring by the City and by HUD.

3. General Requirements

(1) Section 3 Compliance

Federal Section 3 rules require that preferences be given in the selection of projects and in the hiring of new employees for low income owned businesses and low income persons.

(2) Required Environmental Review

Prior to the disbursement of funds, all CDBG projects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA). Where possible, NEPA assessments will be prepared by City Staff. An educational class is expected to require only the filing of an exemption level review. If this is the case, City staff plans to prepare the report.

(3) Nondiscrimination

All funded recipients must agree not to discriminate on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or gender identity, age, marital status, family status, source of income, physical or mental disability, or any other arbitrary basis. (24 CFR Parts 5, 200, 203, 236, 400, 570)

(4) Affirmative Marketing and Class Advertisement

The Contractor is required to market or advertise the proposed classes and otherwise obtain clients. All advertising must conform to Affirmative Marketing procedures approved by HUD (HUD-935.2). City of Farmington CDBG staff will assist with the marketing of the classes by reviewing advertisements and by physically posting bi-lingual advertisements of the class at standard locations targeting special needs populations in conformance with the City of Farmington CDBG Public Participation Plan.

(5) Conflict of Interest

Employees, agents, consultants, officers and officials of the City who exercise any functions or responsibilities with respect to activities assisted with CDBG funds, or who are in a position to participate in a decision-making process or gain inside information with respect to these activities, are prohibited, during their tenure and for one year thereafter, from obtaining financial interest or benefit from CDBG-assisted activities, or from having an interest in any contract or subcontract, either for themselves or those with whom they have family or business ties. Funding recipients are responsible for ensuring that such conflicts of interest do not occur.

(6) Religious Organizations

The Sub-recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, will be subject to the requirements of 24 CFR Part 570.200(j), amended September 30, 2003.

(7) Handicapped accessibility

The classes must be taught in an ADA accessible facility, and reasonable accommodations must be made for clients.

(8) Timeliness

CDBG funds are granted annually and must be obligated within the program year. However, the City reserves the right to require the funds be spent at such time as determined appropriate on a case-by-case basis.

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 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.

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	October 16, 2013
Deadline for Questions	October 30, 2013, 2:00 p.m.
Pre-proposal Conference	N/A
Proposal Due Date	November 7, 2013
Recommendation to City Council for Award	November 19, 2013

3. Due Date

- a. Proposals shall be due **no later than 2:00 p.m. on November 7, 2013.** The Submittal Form (see page 4); the cost proposal form; and the Campaign Contribution Disclosure Form must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked "Proposal to Credit Repair and Financial Literacy Classes, RFP 14-100435."
- b. 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 (Not Applicable)

5. Number of Copies

a. The Offeror shall submit five (5) copies of the proposal with one (1) original, and one (1) electronic version in PDF format provided on a CD. 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 October 30, 2013 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 October 31, 2013. 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, CPPB
Buyer I
Phone: 505-599-1376
Fax: (505) 599-1377
sdunn@fmtn.org
or
Rosalyn Potter, CPPB
Buyer II
(505) 599-1365
rpotter@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).

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

- It is understood by the Seller or Offeror and the City that the City is a New a. Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records, Section 14-2-1 through 14-2-12 NMSA 1978 and the New Mexico Public Records Act. Chapter 14. Article 3 NMSA 1978. In the event Seller or Offeror has responded to a City Request For Bid (RFB) or a City Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," City agrees to notify Seller of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides City with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.
- b. 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.

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. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors of the following: (1) 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); (2) 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); (3) it is a fourth-degree felony