

RFP Number: FY18/19-01 – Development of Tourism/Destination Branding and Key Marketing Messages

Contracting Agency: City of Sunland Park

Address: 1000 McNutt Road, Suite A
Sunland Park, NM 88063

Purchasing Agent: Erika Martinez

Telephone Number: (575) 589-7565 Ext. 1320

E-Mail Address: erika.martinez@sunlandpark-nm.gov

Due Date: June 21, 2019 @ 4:00 P.M.

PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Sunland Park is requesting proposals from qualified agencies to provide marketing services related to development of a brand identity and coordination of tourism related efforts to stimulate tourism to the City of Sunland Park. This is a qualifications-based selection with cost as a consideration. The cost proposal will be evaluated separately from the technical proposal.

CONSULTANT GENERAL QUALIFICATIONS

The offeror must be a full-service advertising and/or marketing agency with demonstrated competence and qualifications for the project; a detailed knowledge of successful Tourism / Destination Marketing initiatives / approaches as well as a creative and comprehensive overview that takes into account all components of marketing a community to leisure, sports, business and convention visitors. Interested offerors must be able to demonstrate measurable success in previous tourism branding campaigns on behalf of tourist destinations, tourist accommodations, tourist attractions, etc.

CITY OF SUNLAND PARK

Tucked underneath the stunning Mt. Cristo Rey and next to the expansive Rio Grande, the City of Sunland Park is New Mexico's largest border city adjacent to El Paso, Texas and Cd. Juarez, Mexico. The city was incorporated in 1983. It is a vibrant community with something for everyone. Visitors can experience its landscapes and stunning sunsets or take a tour of the pre-historic dinosaur tracks at the base of Mt. Cristo Rey. Visitors can also enjoy fine-dining at memorable establishments such as the State Line Restaurant, Billy Crews Fine Dining, or Ardovino's Desert Crossing.

The Sunland Park Racetrack and Casino also attracts many, not just those looking to play the odds, but some of the best horses and jockeys that have gone on to make history in the Kentucky Derby. Families can also enjoy the thrill of roller coaster rides or family games at Western Playland Amusement Park located across from the Racetrack & Casino.

Sunland Park is a new leader for economic growth. Just recently, Stampede Meat, Inc., the nation's leading prepared meats processor, opened their doors in our City. City Council approved a \$22 million Industrial Revenue Bond that helped Stampede establish their operation creating over 300 new jobs. Stampede will be gearing up to employ up to 1,300 new workers within the next five years.

Geographically, Sunland Park is perfectly placed to welcome new business. The City is developing unique commercial areas and building new residential subdivisions. The reason: The City is positioned in the heart of North America where the International Boundary Marker No.1 denotes the entry to the “Land of Enchantment” providing rapid access to Interstate-10, rail, airports, and three full-service commercial Ports of Entry (El Paso/Juarez and Santa Teresa/San Jeronimo). Furthermore, Sunland Park is equidistant from the Port of Long Beach to the Port of Houston, making it an ideal hub for logistics.

Sunland Park’s region consists of a combined population of over 2 million. In addition, the City is conducting a feasibility study to create its own Port of Entry that may soon become a new gateway to Mexico.

Population & Demographics:

The most recent population estimate 17,061 (2017) per U.S. Census data. While adjacent to El Paso, TX and in Doña Ana County, Sunland Park is part of the Las Cruces Metropolitan Statistical Area. Las Cruces is less than 35 miles to the north.

Due to the City’s recent annexations around Santa Teresa, it now comprises an area close to 14 square miles (35.58 km²). 4,060 housing units, and 3,957 families residing in the city. The racial makeup of the city on the census taken in 2010 was 76.00% White, 0.63% African American, 0.51% Native American, 0.2% Asian, 0.01% Pacific Islander, 26.02% from other races, and 2.76% from two or more races. Hispanic or Latino of any race were 96.44% of the population. In the city, the population was spread out with 37.5% under the age of 18, 11.9% from 20 to 24, 7.6% from 25 to 29, 6.6% from 45 to 64, and 7.5% who were 65 years of age or older. The median age was 28.8 years. For every 100 females there were 93.5 males. For every 100 females age 18 and over, there were 88.4 males. The median income for a household in the city was \$25,990. and the median income for a family was \$27,110. Males had a median income of \$17,838 versus \$15,129 for females. The per capita income for the city was \$10,757. About 41.2% of families and 42.7% of the population were below the poverty line, including 55.4% of those under age 18 and 39.8% of those age 65 or over.

Government: The Mayor is elected at-large and the 6 City Council positions are elected by their perspective districts. Elections are held every odd number year. The upcoming mayoral election is scheduled for November 5, 2019. We have one municipal judge.

Education: Sunland Park is served by the Gadsden Independent School District, which operates the following schools located in the city:

1. Santa Teresa High School
2. Santa Teresa Middle School
3. Desert View Elementary School
4. Riverside Elementary School
5. Sunland Park Elementary School

Sunland Park also has a branch campus of Dona Ana Community College, a two-year college which is a branch of New Mexico State University.

Mission statement: “Provide a superior quality of life for the citizens of Sunland Park through the development of our natural, economic, and cultural resources, with a more accountable, transparent, efficient, and effective government that encourages the involvement of its citizens.”

Vision statement: “To be the borderland destination of choice where people want to live, work, and play.”

Note: The City of Sunland Park is a duly organized municipality in compliance with The

Municipal Code §3-1-1 et seq. N.M.S.A. 1978 and is duly authorized to transact business in New Mexico.

COPIES OF THE RFP PROPOSAL MAY BE OBTAINED AS FOLLOWS:

Copies of the request for proposals (RFP) may be obtained by contacting City's Purchasing Agent at the address and phone number listed below.

Erika Martinez
City of Sunland Park Purchasing Agent
Email: erika.martinez@sunlandpark-nm.gov
1000 McNutt Road, Suite A
Sunland Park, New Mexico 88063
Phone Number: (575) 589-7565 ext.1320

PROPOSAL SUBMISSION REQUIREMENTS

Sealed Proposal packets must be physically delivered to the attention of:

Erika Martinez
City of Sunland Park Purchasing Agent
1000 McNutt Road, Suite A
Sunland Park, New Mexico 88063

Note: Proposal packets can be delivered via U.S. Mail, UPS, Fed Ex, et cetera, or in person, prior to the appointed time and date.

PROPOSAL DUE DATE AND TIME:

All proposal packets must be received by 4:00 P.M., Local Time on June 21, 2019.

Packets not properly submitted will be returned to vendor at vendor's expense. The date and time received will be stamped on the proposals. Late proposals will not be considered nor accepted. It is the responsibility of the offeror to ensure that proposals are delivered on time to the correct address.

RIGHT TO REJECT PROPOSALS AND WAIVE TECHNICALITIES

The City of Sunland Park reserves the right to cancel this RFP request, reject any and/or all proposals, to waive minor technicalities, to re-advertise RFP or extend due date(s), and to proceed with contractual negotiations if it is deemed to be in the City's best interest. Note: A determination containing the reasons therefore will be made part of this project file (Ref: 13-1-131 NMSA 1978).

RESPONSIVE PROPOSALS

Proposals submitted in response to this RFP must be signed by a person having the authority to legally bind the company in a contractual agreement. All responsive proposals will become property of the City of Sunland Park and will become public information once contractual agreement(s) is/are finalized. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, the appropriate selection committee's final ranking and evaluation scores for all proposals shall become public information. Businesses that have not been selected for contract award shall be so notified in writing within fifteen days after an award is made (Ref: 13-1-120.D NMSA 1978).

PROPOSALS RECEIPT, OPENING, AND RECORDING

All timely submitted proposal packets will be opened in the presence of one or more witnesses, and the name of the Offeror (and its address) will be read aloud.

PROPOSAL CLASSIFICATION AND EVALUATION CRITERIA

Proposals shall be evaluated based on demonstrated past performance and professional qualifications necessary to perform the requested service(s), and shall be based on specific evaluation criteria factors clearly specified in this RFP. Evaluating committee members may classify RFP responses in the following three groups, in order to facilitate RFP review discussions.

- 1.) Acceptable
- 2.) Potentially acceptable - having minor technicalities that could be waived/corrected if it is in the City's best interest. Minor corrections could make RFP acceptable.
- 3.) Unacceptable – Offerors whose proposals are not accepted will be notified promptly.

Note: City reserves the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (Ref: 13-1-132 NMSA 1978)

RIGHT TO PROTEST

Any Offeror who is aggrieved in connection with this RFP solicitation or contractual award may protest to the City of Sunland Park Purchasing Agent or to the State of New Mexico Purchasing Agent. The protest shall be submitted in writing as soon as possible but in no case will the protest be filed later than fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

CONDITIONS GOVERNING RFP PROCUREMENT – RFP TIMELINE

Action	Date	Responsibility
Issue RFP	5/15/2019	City
Distribution of List Response	5/24/2019	Offerors
Deadline to submit questions	5/31/2019	Offerors
Response to written questions	6/07/2019	City
RFP Amendment(s), if necessary	As needed	City
	6/21/2019	
Proposal Packet Due Date/Time	4:00 P.M.	Applicants
Evaluation of Proposals	6/24-28/2019	City
List of Finalists	7/02/2019	City
RFP Clarifications/Negotiations	7/03-10/2019	City and RFP Finalist
Best and Final Offers	7/11/2019	City and RFP Finalist
Contract Award	7/16/2019	City
Protest Deadline	7/31/2019	Applicants

CONFIDENTIALITY OF PROPRIETARY MATERIAL

All proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, **except for the material that is proprietary or confidential**. The Purchasing Agent will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is 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. **The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.**

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

DISTRIBUTION LIST RESPONSE DUE

Interested Contractors should hand-deliver or return by facsimile, email or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **May 24, 2019**.

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

COST RESPONSE

Offeror must disclose in the detailed list of costs/fees (in a separate sealed binder or envelope).

OFFERORS REQUIRING SUB-CONTRACTORS:

Offerors should fully disclose whether the offeror is able to perform the work solely or will require the assistance of contractors, sub-contractors, or other staff not directly employed by the offeror. If contractors, sub-contractors, or other staff not directly employed by the offeror is needed, the offeror should include a detailed description of the qualifications of the additional staff, all costs associated with use of additional staff, and a plan for the work flow, supervision, and points of contact for questions or assistance.

MULTIPLE YEAR AGREEMENT:

Subsequent to an award to a successful offeror, the contract shall begin upon the date it is fully executed by both parties. The term of the initial agreement will be for one year, with an option to

renew for three additional one-year terms based on agreement by both parties. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

CONTRACT NEGOTIATION PROCEDURES:

The initial contract negotiations will be conducted with what the City considers the most advantageous offeror. **Note:** The most advantageous proposal may or may not have received the most points from the reviewing committee members. If mutually agreeable terms cannot be reached within a two week period, the City reserves the right to initialize contract negotiations with the next most advantageous offeror without undertaking a new procurement process or the need to cancel the RFP request. This negotiating procedure may continue, at the City's discretion, until all offerors on the original list of finalists is exhausted.

PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items:

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary
- Response to Mandatory & Desirable Specifications
- Business Resident Preference Certification (If applicable)
- Business Veteran Resident Preference Certification (If applicable)
- Campaign Contribution Disclosure Form
- Conflict of Interest and Debarment/Suspension Certification Form
- Acceptance of City Terms and Conditions
- Offeror's Additional Terms and Conditions (If applicable)
- Detailed List of Costs/Fees (in a separate sealed binder or envelope)
- Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

SCOPE OF WORK:

The offeror will develop a successful branding strategy to attract travelers and visitors to Sunland Park, New Mexico with emphasis on increasing visitation to City businesses, entertainment venues, natural places, monuments, restaurants and hotels in turn increasing City tax revenue. The strategy will include the overall look of the marketing and branding as well as the creation of messages targeting key client types. Advertising, publications, and all other marketing aspects will be based on this branding strategy.

Detailed Specifications

Brand the City of Sunland Park Visitor Experience- English and Spanish

- Create overall theme, name and brand identity to pull together marketing for stakeholders and City.
- Develop brand identity statement.
- Develop key branding messages based on client type
- Create and implement consistent standards for design or ‘the look’ that supports brand clarity. This will include logo (existing), color and placement. Must be consistent with existing elements – Sunland Park Economic Development, etc.

The overall look of the brand will be consistent for all client types; however, key messages should be tailored to specific markets: individual leisure consumers, meeting planners, group / packaged travel planners and sports planners.

Additionally, existing and upcoming tourism-related products must be considered in the development of the brand and messaging to reflect the tourism climate of the City.

The branding strategy will be applied to future marketing plan elements including:

- Websites
- Social Media
- Advertising
 - Online
 - Consumer
 - Travel Trade
 - Meetings/Conventions
 - Billboard
- E-Newsletters
- Tradeshow Booth
- Meeting / Convention Bid Packets
- Promotional Items
- Official Publications: Visitor Guide, Meeting Planner Guide, Tour Planner, Sports Facility Guide, rack brochures, etc.

Business Specifications

Include a narrative on available facilities, including, but not limited to computers, office/conference space and equipment to be utilized for the purpose of this RFP.

Mandatory Specifications

- **Project Reporting:** The Offeror must agree to prepare a monthly written status report for submittal to the City Manager that includes a statement of time spent on individual services requested and a description of the work performed. Written status reports will include at a minimum, project progress and any problems encountered and recommended solutions.
- **Offeror experience:** The offeror must submit a list of the marketing staff, clerical staff or other staff members who will represent the Town, including a designation of who is the lead staff member. A copy of each staff member’s resume shall accompany proposal. Include a statement of each staff member’s area(s) of expertise and description of any experience the staff member has in handling matters comparable to those listed in the Scope of Work section.

- Timeframe for Completion: The offeror must submit an estimated timeline for completion of the project.

Deliverables

The following deliverables are requested for this proposal:

- Look: Color palette and elements
- Graphic Standards: Create and document graphic standards
- Key Messages: Broken down by client type
- Power Point Presentation Template

EVALUATION CRITERIA:

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	MAXIMUM POINTS AVAILABLE
1. Experience:	
Public Sector: Familiarity with Federal, State of New Mexico Laws, Ordinances of the City of Sunland Park	15
Brand identity experience	15
Marketing Experience related to tourism	15
Resumes: Mandatory specifications	10
Years of service	10
2. Resources:	
Points will be awarded in this evaluation category based upon information supplied from your narrative of DETAILED SPECIFICATIONS, BUSINESS SPECIFICATIONS, AND MANDATORY SPECIFICATIONS	15
3. References:	
Provide 3 references to include names, addresses, telephone numbers, and contact person. References must be only from agencies/companies to whom you have provided marketing services to. Do not include the City of Sunland Park as a reference.	10
4. Cost/Fees:	
The Cost shall be initially evaluated to ensure that the cost offered is responsive to the RFP requirements and instructions. The offeror with the lowest price shall receive the maximum points	10
TOTAL POSSIBLE POINTS	100
5. Preference Specifications: (view explanation below)	
1) Resident Business Preference (5% of total possible points)	5
2) Resident Veteran Business Preference (7%, or 8%, or 10% of total possible points)	7 or 8 or 10

RFP GENERAL TERMS AND CONDITIONS – REQUIRED FOR CONTRACT ACCEPTANCE

a. **STANDARD OF PERFORMANCE; LICENSES**

- a. The Contractor represents that it possesses the experience, personnel and knowledge necessary to perform the services described in this RFP.
- b. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and sub-Contractors.

b. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

c. **STATUS OF CONSULTANT; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONSULTANTS**

- a. The Contractor and its agents and employees are independent Contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of the Agreement.
- b. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or sub-Contractors retained by Contractor in the performance of the services under this Agreement.

d. **CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

e. **CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

f. **ASSIGNMENT; SUBCONTRACTING**

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

g. **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on

account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and sub-Contractors.

h. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Sunland Park in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

i. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

j. **RECORDS AND AUDIT**

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

k. **BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to 13-1-191 NMSA 1978, reference is hereby made the criminal laws of New Mexico (including 30-14-1, & 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

l. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City. In any action, suit or legal dispute arising from this Agreement, the Consultant agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the Third Judicial District Court.

m. **AMENDMENT**

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

n. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with

respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

o. **NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation.

p. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

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 MEMBERS, 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 or 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 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 or a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Contractor.

Names of Applicable Local Public Officials:

Javier Perea, Mayor
Councilor Jessica Avila
Councilor Olga Nunez
Councilor Donald McBride
Councilor Daisy G. Lira
Councilor Bertha A. Salmon
Councilor Caroline Renteria

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONCESSIONAIRE:

Contribution made by: _____

Relation to Prospective Contractor: _____

Date(s) Contribution(s) made: _____

Amount(s) of contribution(s): _____

Nature of contribution(s): _____

Purpose of contribution(s): _____

(The above fields are unlimited in size. However, add additional pages if necessary).

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Print Name

Title (Position)

New Mexico Preference Resident Veterans Certification

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

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to the City of Sunland Park, NM in response to **RFP 18/19-01 Development of Tourism/Destination Branding and Key Marketing Messages. The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of the City of Sunland Park, NM (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City of Sunland Park, NM employee, Council member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____

List below the name(s) of any City of Sunland Park, NM employee, Council member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor:

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to the City of Sunland Park's Purchasing Agent in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award(s) of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____

Name of Person Signing (typed or printed):

Title: _____

Date: _____

Name of Company (typed or printed):

Address:

City/State/Zip:

Telephone:



APPENDIX A:

ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS FOR:

RFP #FY18/19-01 Development of Tourism/Destination Branding and Key Marketing Messages

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this RFP the undersigned agrees that he/she has received a complete copy, beginning with the Title Page and ending with Instructions for Offerors.

The acknowledgement of receipt should be signed and returned the Purchasing Agent no later than **March 24, 2019**. Only potential offerors who elect to return the completed form and intend to submit a proposal will receive copies of all offeror written questions and the City's written responses to those questions, as well as any RFP amendments.

COMPANY NAME: _____
REPRESENTATIVE: _____
TITLE: _____ OFFICE PHONE: _____
CELL PHONE: _____ EMAIL ADDRESS: _____
FAX NO: _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
SIGNATURE: _____ DATE: _____

**** THE INDIVIDUAL'S NAME AND ADDRESS ON THIS FORM WILL BE USED FOR ALL CORRESPONDENCE RELATED TO THE RFP****

_____ FIRM **DOES INTEND** TO RESPOND TO THIS RFP

_____ FIRM **DOES NOT INTEND** TO RESPOND TO THIS RFP

PLEASE CHECK ONE OF THE OPTIONS AND RETURN TO CITY OF SUNLAND PARK PURCHASING AGENT BY May 24, 2019.

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13- 1-52 **NMSA** 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 **NMSA** 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 **NMSA** 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 **NMSA** 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.

- 1.10. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agent.
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.
- C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3. ADDENDA

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.

- B. Copies of Addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide 6 copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
- 8. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of 25 pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
- D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1) Cover Letter
 - 2) Response to Evaluation Criteria (Pages 10 and 11)
 - 3) Other supporting or resource material
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only

matters, which clearly are of a confidential nature, will be considered.

- G. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2. SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 **NMSA** 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-171 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for

Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

- C. Proposals received after the date and time for receipt of Proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements, which are a part of these Request for Proposals.
- B. Laws and Regulations: The Offerors' attention is directed to all applicable federal

and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1) Acceptable,
 - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing

Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 **NMSA** 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- **NMSA** 1978).

D. Selection Process:(§ 13-1-120 **NMSA** 1978).

- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
 - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
 - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to§ 13-1-104 **NMSA** 1978.

4.3. NEGOTIATIONS (§13-1-122 **NMSA** 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing

accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and§ 13-1-108 **NMSA** 1978).

5. **POST-PROPOSAL INFORMATION**

5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 **NMSA** 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 **NMSA** 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with

adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).

- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
- 1) State the reasons for the action taken; and
 - 2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978
- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

6. OTHER INSTRUCTIONS TO OFFERORS

Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria (page 11).

6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: [http://www.tax.newmexico.gov/forms-and-publications/page\\$/recently-updated.aspx](http://www.tax.newmexico.gov/forms-and-publications/page$/recently-updated.aspx).

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.
- B. Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.
- C. Resident Veteran Businesses with annual revenues of more than \$5M are to receive a 7% preference on their proposals.

The 7%, 8%, or 10%, as indicated above, will be to the total points received for the Evaluation Criteria (page 11).

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

Example: An RFP has a total value of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business with an 8% preference, and three non-resident businesses. The Resident Business would receive 50 points and the Resident Veteran Business would receive 80 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 1,080.

Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.