



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.**

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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.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

This name and address will be used for all correspondence related to document #14-100435.

Firm **does / does not (circle one)** intend to respond to Credit Repair and Financial Literacy Classes, #14-100435.

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

Return to:

Sharron Dunn, CPPB, Buyer I  
City of Farmington  
Central Purchasing  
800 Municipal Drive  
Farmington, NM 87401  
Phone: (505) 505-599-1376  
Fax: (505) 599-1377  
Email: sdunn@fmtn.org

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

**REQUEST FOR PROPOSALS**

\*\*\*\*\*

RFP TITLE: Credit Repair and  
Financial Literacy Classes  
RFP #: 14-100435

\*\*\*\*\*

Approved as to form:  
/s/Edward Smylie  
Edward Smylie, CPPO  
Purchasing Officer

**PROPOSALS SHALL BE DELIVERED TO:**  
CITY OF FARMINGTON  
CENTRAL PURCHASING DEPARTMENT  
800 MUNICIPAL DRIVE (Mailing Address)  
**OR**  
805 MUNICIPAL DRIVE (Physical Location)  
FARMINGTON, NM 87401

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

/s/Sharron Dunn  
Sharron Dunn, CPPB  
Buyer I

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

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

**IMPORTANT** – PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR BOX WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE OR BOX.

**EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.**

Sealed proposals will be received until the above specified date and local time, and then opened at the City of Farmington Central Purchasing Department. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is part of this Request for Proposal (“RFP”), and that the undersigned Offeror has read and understands the scope and conditions of the RFP.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract between Offeror and the City of Farmington (“CITY”).

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

This RFP is subject to the Purchase Order “Terms and Conditions,” Proposal Requirements, Scope of Work and any subsequent contract or agreement.

<b>OFFEROR MUST COMPLETE THE FOLLOWING</b>		
COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)		
CONTACT PERSON (please print)	EMAIL	TELEPHONE
<b>In-State Preference <u>will</u> be applied only to those in-state certified businesses that <u>have</u> completed the following:</b>		
Offeror has received certification from the State of New Mexico for Resident Business Certification. Offeror has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.		
<b>Resident Veterans Preference <u>will</u> be applied only to those bidders who <u>have</u> completed the following <u>along with the Resident Veterans Preference Certification form included in this RFP:</u></b>		
Offeror has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # _____. Offeror must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.		
<b>To be a valid proposal, Offeror must sign here</b>		<b>Title</b>

Offeror must check the appropriate box below:

If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF THE 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](http://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 exclude 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

a. 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.

## II. Proposal Process

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

2. Schedule

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

### Preliminary Schedule

Activity	Date
Issue RFP	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](mailto:sdunn@fmtn.org)

or

Rosalyn Potter, CPPB

Buyer II

(505) 599-1365

[rpotter@fmtn.org](mailto: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

- a. It is understood by the Seller or Offeror and the City that the City is a New 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













































