



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 4, 2026 - 5:30 PM
Donald E. Carroll City Commission Chambers
City Hall, 1376 E. Ninth Street

Sharon McDonald Mayor
Joshua Rardin Mayor Pro-Tem, District 4
Baxter Pattillo District 1
Stephen Burnett District 2
Warren Robinson District 3
Al Hernandez District 5
Mark Tapley District 6

Stephanie Hernandez Acting City Manager
Darrell Mori City Attorney
Rachel Hughs City Clerk

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.
The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the east bulletin board located in the south of the City Hall and in the glass case located outside the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: <http://ci.alamogordo.nm.us> within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: <http://ci.alamogordo.nm.us>

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. The standard allotted time is 3 minutes, but the Mayor reserves the right to change depending on the number of public comments.

NEW BUSINESS

1. Consider, and act upon, the Golf Course RFP. *(Stephanie Hernandez, Acting City Manager)*

EXECUTIVE SESSION (Roll Call Vote Required)

2. Motion to Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(2) for the purpose of discussing limited personnel matters (City Manager recruitment) and NMSA 1978, § 10-15-1(H)(7) for discussions subject to the attorney-client privilege pertaining to threatened or pending litigation in which the City is or may become a participant. **(Roll Call Vote Required)**

RECONVENE INTO OPEN SESSION

3. Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. **(Roll Call Vote Required)**
4. Action, if any, related to the Executive Closed Session. **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/4/2026

Report Date:

Report No: 1.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, the Golf Course RFP. *(Stephanie Hernandez, Acting City Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

**REQUEST FOR PROPOSALS
RFP No. 2026-002**

**GOLF COURSE OPERATIONS, MANAGEMENT AND MAINTENANCE
SERVICE**

**DESERT LAKES GOLF COURSE
CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo is seeking an experienced and qualified municipal golf course operator to manage and operate the Desert Lakes Municipal Golf Course's pro shop, restaurant, and course maintenance. The golf course is a valued public asset and community resource, and this Request for Proposal represents an opportunity for the City to evaluate current operations, maintain existing strengths, and explore new service and revenue-generating opportunities that enhance long-term sustainability and community benefit. All potential Offerors are to read, understand, and accept the requirements of this Request for Proposal.

The City's objectives include expanding access to and interest in golf among all residents and visitors, strengthening financial performance and accountability systems, and ensuring a high standard of customer service across all aspects of golf operations. The City is particularly interested in innovative approaches that position the golf course as an inclusive, welcoming, and accessible space for families, youth, frontline communities, individuals with disabilities, and those with little or no prior experience with golf.

B. Project Description/Scope of Work

Scope of work is to provide operation, management and maintenance services in accordance with "Attachment One".

C. Chief Procurement Officer

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer
Address: Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310
Telephone: (575) 439-4116
Fax: (575) 439-4117
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department
 Attn: Barbara Pyeatt, CPO
 Reference: RFP 2026-002 Golf Course Operation, Management and Maintenance Service – Desert Lakes Golf Course
 Address: 2600 N Florida Ave.
 Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.

II. Conditions Governing the Procurement

This section of the RFP contains the schedule, description and conditions governing the procurement

A. *SEQUENCE OF EVENTS*

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, oral presentation will not apply.

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	April 4 th , 2026
Deadline to submit Written Questions	Potential Offerors	April 10 th , 2026
Addenda if necessary	City of Alamogordo	April 13,2026
Submission Proposals	Potential Offerors	April 20, 2026
Proposal Evaluation	Evaluation Committee	April 21, 2026
Authorization of Award	City of Alamogordo	April 28, 2026

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

1. Issuance of RFP

This RFP is being issued on behalf of the Parks and Recreation Department, City of Alamogordo.

2. Distribution List Response Due

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, 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 to the Chief Procurement Officer.

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

3. Pre-Proposal Conference

A pre-proposal conference will NOT be held for this project

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

5. Response to Written Questions

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal. A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2026-002 GOLF COURSE OPERATION, MANAGEMENT AND MAINTENANCE SERVICES– DESERT LAKES GOLF COURSE. Proposals submitted by facsimile, or other electronic means, will not be accepted.

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

7. Proposal Evaluation

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

9. **Contract Awards**

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

10. **Protest Deadline**

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt
Title: Chief Procurement Officer
Address 2600 N. Florida Ave.
Alamogordo, NM 88310
Fax Number: 575-439-4117
E-mail: bpyeatt@ci.alamogordo.nm.us

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement

without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Offerers

Since the award is made on a quality-based evaluation process, replacement of Offerers after award of and prior to the contract execution may cause the Offeror to be disqualified.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential 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 Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 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, City of Alamogordo shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. 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.

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

This procurement and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission. The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the

solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment Three) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror 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 or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Fees

Offeror shall also provide an estimated total yearly cost of operations, to include cost of goods, labor, and all other costs of doing business, separate from and in addition to their management fee.

32. INSURANCE REQUIREMENTS –

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

General Liability:

Bodily Injury Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

Automobile Liability:

Bodily Injury Liability:

\$500,000 each person

\$1,000,000 each occurrence

Property Damage Liability:

\$1,000,000 each occurrence

Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

Professional Liability \$1,000,000

Malpractice/liability Insurance Per State Regulations

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. PROPOSAL FORMAT

Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- There is no page limit. Size of pages of 8.5“ by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran’s Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
 2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment Three – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked **“RFP 2026-001 Golf Course Operation, Management and Maintenance Service – Desert Lakes Golf Course”** on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

IV. EVALUATION

A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

1. Golf Course Operations and Management – 25 Points

(Evaluate: Daily operations plan (pro shop, driving range, clubhouse, restaurant), Staffing structure and adequacy, Customer service approach, consistency and quality of operations, safety, accessibility, and user experience)

Scoring Guide:

- 21–25: Exceptional, detailed, proven approach
- 16–20: Strong, minor gaps
- 8–15: Adequate, lacks detail
- 0–7: Weak or non-responsive

2. Golf Course Maintenance Operations – 30 Points

(Evaluate: Detail and quality of maintenance plan, BMP/IPM compliance and turf management, Irrigation and water conservation strategy, Maintenance staffing and expertise, Equipment and long-term upkeep strategy)

Scoring Guide:

- 25–30: Highly detailed, industry best practices
- 18–24: Strong with minor gaps
- 10–17: Basic plan
- 0–9: Inadequate

3. Financial Management and Systems – 15 Points

(Evaluate: Financial controls and reporting, Transparency and accountability, Cost structure clarity, Ability to manage public funds)

Scoring Guide:

- 13–15: Clear, transparent, well-structured
- 9–12: Solid but some gaps
- 5–8: Limited detail
- 0–4: Weak

4. Revenue Generation and Programming – 10 Points

(Evaluate: Revenue strategies and feasibility, Programming (golf and non-golf), Marketing approach, Ability to increase utilization)

Scoring Guide:

- 9–10: Innovative and realistic
- 6–8: Good plan
- 3–5: Basic
- 0–2: Weak

5. Community Engagement and Accessibility – 10 Points

(Evaluate: Outreach to youth, families, underserved groups, Community partnerships, Accessibility and inclusion strategies, Community asset positioning)

Scoring Guide:

- 9–10: Strong and actionable
- 6–8: Good but limited depth
- 3–5: Minimal
- 0–2: Not addressed

6. Partnership with Alamogordo Parks & Recreation – 10 Points

(Evaluate: Coordination with City staff, Communication and reporting structure, Understanding of public-sector expectations, Alignment with City goals and priorities)

Scoring Guide:

- 9–10: Strong partnership approach, highly aligned
- 6–8: Adequate
- 3–5: Limited
- 0–2: Weak or not addressed

TOTAL AVAILABLE POINTS = 100

Additional Preference Award Points Available

An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.

Resident Veterans Preference Certification, (Certificate Required)

Available Points = 10 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Certificate

New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Resident Business Certificate.

Local Business Preference, (Certificate Required)

Available Points = 10 Percent of total Points

Points will be awarded based upon offerors ability to provide proof of Local Business Residence.

B. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest-ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Areas Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest-ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

RESIDENT VETERANS PREFERENCE CERTIFICATION

In accordance with Sections 13- 1-21 and 13-1- 22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 10 additional points (100 X 10%). This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtain from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

Proposals received without copy of this certificate do not qualify for this preference.

IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

Proposals received without copy of this certificate do not qualify for this preference.

An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative.

**RFP 2026-002 Golf Course Operational, Management and Maintenance Services – Desert Lakes
Golf Course**

ACKNOWLEDGMENT OF RECEIPT FORM

**REQUEST FOR PROPOSALS
Proposal Based**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposals.

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT ONE

Scope of Work

Golf Course Operation, Management and Maintenance Services – Desert Lakes Golf Course

The City of Alamogordo is seeking an experienced and qualified municipal golf course operator to manage and operate the Desert Lakes Municipal Golf Course's pro shop, restaurant, and course maintenance. The golf course is a valued public asset and community resource, and this Request for Proposal represents an opportunity for the City to evaluate current operations, maintain existing strengths, and explore new service and revenue-generating opportunities that enhance long-term sustainability and community benefit.

The City's objectives include expanding access to and interest in golf among all residents and visitors, strengthening financial performance and accountability systems, and ensuring a high standard of customer service across all aspects of golf operations. The City is particularly interested in innovative approaches that position the golf course as an inclusive, welcoming, and accessible space for families, youth, frontline communities, individuals with disabilities, and those with little or no prior experience with golf.

The selected operator will be expected to serve as a collaborative partner with the City of Alamogordo, supporting ongoing facility maintenance, capital improvements, and operational enhancements informed by user feedback and staff expertise. The City seeks an operator that recognizes the golf course as both a recreational facility and a community gathering space, while acting as a responsible steward of public funds, data, and facilities.

The successful Proposer shall be responsible for the comprehensive day-to-day management and operation of the Desert Lakes Municipal Golf Course pro shop, restaurant, and maintenance in accordance with the terms outlined in this RFP. At a minimum, the Scope of Work shall include the following:

1. Golf Course Operations and Management
 - Manage daily operations of the golf course's driving range, pro shop, clubhouse, and restaurant operations, course restrooms, and landscape maintenance associated with these areas.
 - Deliver consistent, high-quality customer service across all points of interaction with golfers, visitors, and the general public.
 - Ensure the golf course operates as a safe, welcoming, and accessible public facility.
2. Financial Management and Systems
 - Implement and maintain strong financial management systems to support the sustainable financial health of the golf facility.
 - Provide transparent financial performance reporting and fiscal controls acceptable to the City.
3. Revenue Generation and Programming

- Identify and implement strategies to increase golf participation and course utilization among residents and visitors.
 - Develop and promote revenue-generating activities such as tournaments, leagues, clinics, public events, and other appropriate golf-related offerings.
 - Explore and manage limited non-golf activities that are compatible with golf operations and community use, such as walking paths, post-sunset activities, trivia nights, or similar events, subject to City approval.
4. Community Engagement and Accessibility
- Promote golf as an accessible public resource and actively engage communities that have historically had limited exposure to golf, including youth ages 13–17, families, frontline communities, and individuals with disabilities.
 - Collaborate with City departments, Community-Based Organizations (CBOs), schools, youth programs, tribal entities, and other external partners to develop inclusive and community-focused programming.
 - Support practices that ensure the golf course is a good neighbor to surrounding residents and businesses.
5. Partnership with Alamogordo Parks & Recreation
- Maintain a strong working relationship with AP&R staff to support operational coordination, maintenance planning, and capital improvement projects.
 - Assist in implementing facility improvements based on user feedback, operational needs, and City priorities.
 - Comply with all City policies, procedures, and reporting requirements.
6. Golf Course Maintenance Operations
- The contractor will be expected to follow the 2025 Best Management Practices manual. The Contractor cannot independently change the manual, but can discuss and negotiate changes with the City manager or designee. The contractor shall maintain the golf course in excellent physical condition and appearance. This shall include:

Staffing

- The Contractor shall be required to provide an adequate number of annual and seasonal staff during regular operating hours to meet the demands of course care throughout the seasons.
- Existing paid hourly staff shall have the opportunity and right of first refusal to work for the selected management company. Once APRD staff have transitioned to the management company, they are subject to any performance and employment standards that the selected company utilizes. Contractor may hire new staff at their own hourly rates as long as they adhere to all applicable laws.
- Contractor should provide memberships for the Superintendent, Equipment Manager, and Irrigation Tech(s) to the Rio Grande Golf Course Superintendents Association (RGGCSA), the Golf Course Superintendents Association of America (GCSAA) and the Southwest Turfgrass Association (SWTA) and provide the opportunity to attend in-state meetings and training opportunities provided by these organizations.

Course and Practice Areas

1. All course care should follow the 2025 Desert Lakes Golf Course Best Management Practices Manual (BMP)
2. Contractor shall have the required licenses and permits required by the state for all pesticide and fertilizer applications.
3. All fertilizer, pesticide, and other chemical applications shall be recorded in a shared drive that the City manager or designee will have access to.
4. Contractor shall include data gathered from Spectrum Technologies WatchDog application and/or WatchDog sprayer console to include all weather data in conjunction with any of the aforementioned fertilizer, pesticide, and other chemical applications.
5. Year-round turf care such as mowing, aerification, fertilization, fungicide, seeding, sodding, topdressing, watering, etc., for the 18-hole course as well as the practice areas and driving range.
6. The contractor shall create an Integrated Pest Management program that complies with the Best Management Practices (BMP) manual. The application of fertilizer, fungicides, and insecticides shall be done as necessary and according to the golf course's Integrated Pest Management (IPM) in order to keep the turf in an active growing state. Contractor staff shall have and maintain the required state applicator licenses. The Contractor shall be required to submit a yearly IPM report to the City manager or designee Operations no later than June 30 each year.
7. Offerors shall include in the proposal detailed plans for course maintenance, staffing, and anticipated turf care programs.

Buildings

8. The Contractor shall be required to keep the interior and exterior of all buildings clean and sanitized (all surfaces, equipment, furnishings, etc.)
9. The Contractor shall be responsible for regular pest control inspections and extermination. To the extent that the Contractor applies pesticides to any property owned by the City, Contractor or any Subcontractor hired by Contractor shall comply with any Federal, State, and the City's Integrated Pest Management Plan and limit the environmental impact of its pesticide use.
10. In addition, the Contractor shall clean gutters, keep roofs clean, and repair clogged sinks and toilets.
11. The City shall be responsible for building utility preventative maintenance, servicing, and replacement, structural repair, electrical repair, roofing repair, HVAC, sewer, and water service connection repair.

Grounds

12. The Contractor shall be responsible for year-round litter control, landscaping, weed control and prevention, maintenance, hardscape cleaning, debris removal, cart path pothole patching and repairs, and all other general grounds maintenance of the site.

13. The Contractor shall monitor for unauthorized users (pedestrian or vehicle) and take the appropriate actions to remove or trespass.
14. The Contractor shall maintain and operate the golf facilities in good and safe condition and in accordance with industry standards. This includes the maintenance and repair of the course, paved areas, course features, landscaping and natural areas, fencing, lighting, windmills, pond edges, and sidewalks.
15. To ensure the City's satisfaction with said compliance, for inspection purposes, the Contractor shall always be required to provide full and free access to the course to the City manager or designee and other approved City staff.
16. The City manager or designee shall perform water testing throughout the year and take soil samples at a minimum of twice a year. All results will be shared with the Contractor or their agreed-upon recipient.

Driving Range

17. The Contractor shall be responsible for year-round maintenance of the driving range which includes mowing, picking, washing and the range ball dispensers as well as managing the grass and artificial turf hitting bays.

Additional Non-Construction related services:

The City may require additional non-construction services not specifically listed that are directly related to turf and grounds maintenance to maintain the Golf Course, Driving Range, clubhouse grounds owned by the City of Alamogordo. The City requests that the offeror detail in their proposal any additional non-construction services they can provide during the tenure of the contract.

Equipment

- Contractor may utilize and maintain the existing agronomic equipment owned by the city.
- Additional equipment purchases or leases shall be negotiated between both parties.
- Replacement schedules shall be negotiated between parties and based on manufacturer life cycle recommendations and actual wear and tear.
- The Contractor shall be responsible for ALL preventative maintenance and repairs.

Irrigation System

- Contractor must continue to use existing subscription services to Rainbird GSP & Spectrum Technologies to ensure the irrigation system and other devices continue to function as required.

- The Contractor shall be required to operate and maintain the existing irrigation system in good and working order. This shall include the repair and replacement of all equipment and material as needed, including but not limited to the electrical system, computer system, irrigation heads and lines, pump house structures, and all other associated equipment and material in accordance with operation and maintenance manuals.
- Contractor shall keep the inside of the pumphouses clean, and each pumphouse's two washable filters shall be cleaned twice monthly, at a minimum. Washable filters shall be replaced as needed.
- All valves in the irrigation system must be manually exercised (open/closed) monthly to ensure they are in working order.
- The Contractor shall repair any leaks, replace any damaged or missing irrigation heads, and maintain all equipment and pump houses in a clean and orderly manner.
- Contractor shall maintain the grounds, windmills, and pond fountains/aerators, and pond edges. Pond edges shall be maintained to keep them free of algae, debris, woody plants and vegetation, and trash.
- The Contractor shall retain the services of qualified technicians and/or service firms to fully comply with all provisions of the irrigation system's operation and maintenance.
- The City of Alamogordo shall be responsible for the maintenance of the irrigation and injection pumps.
- The City of Alamogordo's City Manager or designee shall have access to the SCADA system for auditing purposes.
- The Contractor shall manually exercise (open/close) all valves in the Scada system monthly to ensure they are in working order.

Drought and Water Conservation Issues

- The Offeror's response shall include any plans to employ methods and equipment which will conserve water, including any plans to upgrade or test the performance of irrigation equipment and the pump station to maximize efficiency, eliminate uncontrolled releases of water from the irrigation ponds, regularly check for, and remedy leaks in a timely fashion.

Parking Lots

- The Contractor shall be responsible for clean-up and removal of all waste, garbage, refuse, rubbish, weeds, and litter in and around the clubhouse parking area.
- The Contractor shall maintain all signs and structures in good condition and free of graffiti.
- The Contractor shall NOT authorize, or enter into a contract, or in any way, allow camping or overnighting in the parking lot or any other space owned by the city and considered part of the golf course by any group, individual, or subcontractor.

Capital Improvements

- The Contractor shall assist with identification associated with any Capital Improvements or Capital Equipment.
- The Contractor and the Alamogordo Parks & Recreation Department shall collaborate on identifying and prioritizing projects based on (in order) safety, user experience, and market competitiveness.
- All Capital Improvements shall align with the 2024 Master Plan for the Desert Lakes Municipal Golf Course.

Horticultural Improvements and Tree Maintenance

- The Contractor shall be expected to establish new and maintain existing planting areas for flowers, flowering shrubs, and native flowering trees at strategic locations throughout the golf course, such as the entrance to the course, areas at or near the clubhouse, along the course perimeter, and at the tee boxes, and to act as a windbreak where necessary.
- The Alamogordo Parks & Recreation Department shall view favorably plans that use native plants, protect natural areas from disturbance, act as a pollinator habitat, and maintain natural wildlife habitats.
- Trees shall not be cut or removed from the golf course without prior review by the City manager or designee .
- The Contractor shall be required to prune the trees on the golf course as needed; however, all pruning shall be subject to the City manager or designee 's prior review. Any pruning or trimming must be performed by a licensed, bonded, and insured tree service.
- The Contractor shall be responsible for maintaining/removing/replacement of any trees that may be affected by unforeseeable infestation in the future, with prior approval from the City manager or designee .
- The Contractor shall honor the agreement between the City of Alamogordo and the New Mexico State University, allowing the University to place and monitor insect traps in various locations around the course.

Inspections

- Alamogordo Parks & Recreation Department (APRD) representatives and the City manager or designee shall visit the golf course unannounced to inspect operations and ensure proper maintenance. Based on inspections, APRD may issue directives regarding deficiencies. The Contractor shall be obligated to rectify those deficiencies in a timely fashion.

Minimum Qualifications

Minimum qualifications are required to be eligible to submit a proposal response. Your submittal response must show compliance with these minimum qualifications. Those who are not responsive to these qualifications shall be rejected without further consideration:

- Experience in the management and operation of golf course pro shops, driving ranges, and restaurants with positive annual revenue growth and /or annual earned profits
- 10 or more years of experience in the management and operation of 18-hole golf course pro shops, driving ranges, and restaurants.
- Minimum of 5 years of experience managing golf systems **with** a total revenue of \$3 million or more.

In the offers proposal, please indicate in detail how you will accomplish the following as described above.

1. Golf Course Operations and Management
2. Financial Management and Systems
3. Revenue Generation and Programming
4. Community Engagement and Accessibility
5. Partnership with Alamogordo Parks & Recreation
6. Golf Course Maintenance Operations

Contract Term

The contract term you propose to meet the outcomes outlined in your management proposal. The baseline term is 4 years with an option for a 4-year extension, but you may propose an alternate term. If proposing an alternate term, please describe why you are making this proposal- for example, to realize return on capital investments, provide a more realistic timeline for course user growth, etc.

Mandatory- Cost and Pricing:

Offeror shall also provide an estimated total yearly cost of operations, to include cost of goods, labor, and all other costs of doing business, separate from and in addition to their management fee.

Definition of Key Terms

Non-Golf Activities

Non-Golf Activities are programs or events conducted at the Desert Lakes Golf Course that are not directly related to the playing of golf or instruction in the game of golf. Non-Golf Activities may include, but are not limited to, use of the clubhouse for community meetings or events; use of designated areas for walking or jogging; entertainment or social activities such as concerts, trivia nights, or movie nights; and alternative recreational activities such as FlingGolf or bocce golf.

Non-Golf Activities are subject to City approval and must be compatible with golf operations, applicable laws and regulations, facility limitations, and any restrictions associated with funding, bonding, or permitting requirements. Nothing in this definition shall be construed to authorize Non-Golf Activities without prior City approval.

ATTACHMENT TWO

Mandatory- Cost and Pricing: Per Attachment One: Scope of Work

Provide a single page that states a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and lodging expenses, incurred by the Contractor to perform the Work. This should include cost of employment, cost of goods, costs of course maintenance, the cost of the management contract, and any other costs the Contractor anticipates.

ATTACHMENT THREE

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 local public body during the two (2) 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 (2) 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 (2) year period.

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

The following definitions apply:

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

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

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

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

“Pendency of the Procurement Process” means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

Signature

Date

Title

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

ATTACHMENT FOUR

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is(title) _____ of (organization) _____ who submits herewith to the City of Alamogordo, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Alamogordo, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that City of Alamogordo, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20 _____.

Notary Public: _____

My Commission Expires: _____

(Print Name and

Title): _____

ATTACHMENT FIVE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative Signature of Authorized Representative

Date: _____

ATTACHMENT SIX

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (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 discount 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 discount on this bid or proposal. 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 discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, 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 un-award of the procurement involved if the statements are proven to be incorrect.

PROPOSAL CHECKLIST

Did You:

1. Include one (1) Original hard copy, Five (5) hard copies, and one (1) electronic copy of the proposal
2. Signed List of Services & Cost Schedule – Attachment TWO.
3. Sign and notarize the “Non-Collusion Affidavit” form – Attachment FOUR
4. Sign the “Disbarment Certification” Attachment FIVE
5. Fill out and sign the “Campaign Contribution Form” – Attachment THREE
6. Resident Veterans Preference Certification – Attachment SIX (If applicable)
7. Review and acknowledge all addenda
8. Include the Transmittal Cover Letter
9. Deliver your sealed proposal to the City of Alamogordo Purchasing Department located at 2600 N Florida Ave. Alamogordo NM 88310 at designated time in Sequence of Events
10. Mark your proposal package per C. 2. as listed in this RFP.

** If not completed as required, your proposal may be deemed “Non-Responsive”

This form is for information purposes only and must not be submitted with your proposal.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/4/2026

Report Date:

Report No: 2.

Submitted By: Sharon McDonald

Subject: Motion to Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(2) for the purpose of discussing limited personnel matters (City Manager recruitment) and NMSA 1978, § 10-15-1(H)(7) for discussions subject to the attorney-client privilege pertaining to threatened or pending litigation in which the City is or may become a participant. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/4/2026

Report Date:

Report No: 3.

Submitted By:

Subject: Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/4/2026

Report Date:

Report No: 4.

Submitted By:

Subject: Action, if any, related to the Executive Closed Session. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: