

COUNTY OF MCKINLEY
207 West Hill Ave
GALLUP, NM 87305-0070
(505) 722-3868
FAX (505) 863-6362



REQUEST FOR PROPOSALS
FOR SERVICE OF HEATING AND COOLING SYSTEMS

RFP NO. 2011- 21

PROPOSAL DEADLINE: Thursday, December 22, 2011 2:00 P.M. LOCAL TIME

PROCUREMENT BUYER: Hugo G. Cano, Procurement Buyer

**COUNTY OF MCKINLEY
RFP #2011-21**

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<u>MUST BE FILLED OUT AND RETURNED WITH RFP PROPOSAL</u>		

NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for RFP 2011-21- **Service of Heating and Cooling Systems Contract for McKinley County Buildings**, will be received by McKinley County at, 207 West Hill Street, Third Floor, Gallup, New Mexico 87305 until Thursday, December. 22, 2011 2:00 p.m. local time. Copies of the Request for Proposals can be obtained in person at the Office of the Manager at 207 West Hill Street, Third Floor, Gallup, NM 87301, be mailed upon written or telephone request to Hugo Cano , Procurement Buyer, at (505) 722-3868, Ext. 1010 or by visiting www.co.mckinley.nm.us/purchasing. McKinley County reserves the right to accept or reject any or all proposals and to waive all formalities. **The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.**

DATED this Wednesday, November 16, 2011

**BY: /s/ Richard Kontz
County Manager**

PUBLISH: Saturday November 19, 2011

The Gallup Independent

PROPOSAL REVIEW SCHEDULE

1. **Issue of RFP notice** ADVERTISEMENT Nov. 19th, 2011
2. ISSUANCE OF PROPOSAL PACKET Nov. 19th, 2011
3. PROPOSAL SUBMITTAL DEADLINE Dec. 22nd, 2011
4. EVALUATION OF PROPOSALSTBD
5. RECOMMENDATION OF AWARDTBD
6. BOARD OF COMMISSIONERS APPROVAL DATETBD
6. EXECUTION OF AGREEMENT AND
NOTICE TO PROCEEDTBD

**DATES AFTER THE PROPOSAL DEADLINE ARE TENTATIVE
AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

SECTION 1 GENERAL INFORMATION

GENERAL INFORMATION/PROJECT DESCRIPTION

McKinley County is soliciting Request for Proposals (RFP) No. 2011-21 for Service of Heating and Cooling Systems Contract for McKinley County Buildings for Fiscal Year 2011-2012. If you have the experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

In order to adequately supply the committee members involved in reviewing the RFP's and making the selection, we are requesting Offerors must submit an original and four copies each of a two-volume written proposal. Each volume shall be submitted in a separate sealed envelope or package and Offerors shall clearly label each volume (and copies) with their name, address and date of submittal and prominently identify each as: Volume I: technical proposal; and, Volume II: price proposal. Make certain you address all items requested to ensure a responsive submittal.

The Procurement staff feels this format for an RFP is objective and represents a comprehensive and fair system for evaluation of your submittals. A Determination is on file stating the need to use the RFP process. Should you require further information, please feel free to contact Purchasing at 505-722-3868.

To make a response and proposal, you should have carefully examined the notice to bidders, general instructions to bidders, terms and conditions, supplemental terms and conditions, and project scope of work, addenda(s), the site(s) of the work, the work on the above-named project, the respondent hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc. (not including New Mexico Gross Receipt Taxes or any additive alternates) required by said documents and to complete all divisions of the work stipulated. The Board reserves the right to reject any or all proposals and waive any/all formalities.

NOTE: USE OF THE MAIL OR OTHER DELEVERY SERVICE SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY. USE OF THE P.O. BOX WILL NOT BE ACCEPTABLE.

SECTION 2 SCOPE OF WORK

1. INTRODUCTION:

McKinley County requires contract services to provide a preventative maintenance and inspection program along with an as-required unscheduled repair agreement on the heating/cooling systems (HVAC) in courthouse, health office and two senior citizens centers., including labor, equipment and materials **on an as-needed or requested basis** for McKinley County Buildings. This proposal process will establish hourly rates, and material mark-up percentages. Quantities listed are estimated and are only given for the purpose of bid evaluation. They do not indicate the actual amount which will be spent, since such expenditures will depend upon requirements which develop during the contract period. HVAC services include, but are not limited to the repairs and maintenance of all McKinley County owned buildings, emergency response, possible design, installation, maintenance, reconditioning, troubleshooting, or repair that may be required by McKinley County. The Contractor will be expected to perform the required HVAC services from verbal request with a Purchase Order Number executed from the Purchasing Department. This is not an all-inclusive list. Other types of repairs and services may be required.

In general, the work involved will include, but is not limited to, installation, repairs or modification to heating and air conditioning systems, Preventative maintenance and inspections, Seasonal start-up and operational shakedown of equipment for buildings listed herein, Lubrication of motors, bearings, and all moving parts of said equipment, Yearly calibration check of room thermostats and other sensitive controls contained in the equipment/buildings listed, Provide and change air filters, pad and belts, Perform adjustments to fan belts when necessary to prevent possible failure, inspection of all control, dampers, damper linkages, calibration of thermostats, remote read-out panels. This is not an all-inclusive list. Other types of repairs and services may be required.

2. BUILDING LOCATIONS:

The Contractor must be familiar with each county building facility (or the type of building), and plumbing layout, which is to be serviced. McKinley County may add or delete facilities to be serviced under this proposal. McKinley County address locations may be found on Pages 10 and 11.

3. VENDOR QUALIFICATIONS & REFERERNCES

The respondent must submit the elements listed below as “required” with their proposal; and must be able to provide a copy of the other elements upon award or as requested by the County:

- 1) A copy of your State of New Mexico HVAC License **(Required)**; and EPA Certification.
- 2) Respondent must provide a short resume of each key individual, qualifications and commercial experience, along with copies of licenses for key individuals **(Required)**;

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- 3) A copy of a County of McKinley Business License and/or a City of Gallup business license (*if not submitted with proposal, must obtain prior to contract if awarded*);
- 4) Copies of Licenses, and description of qualifications and commercial experience for mechanics and apprentices involved with their company who will be involved with this RFP but not included as a key individual (*if not submitted with proposal, must submit upon request of the County if awarded*).

Respondent shall have been in the commercial HVAC business for a minimum of three years, and have available workforce of two (2) New Mexico licensed commercial journeyman with a minimum of five years commercial HVAC experience. Apprentice shall have a minimum of one year of commercial HVAC experience and must be registered and approved through the New Mexico Department of Labor. Proof of Contractor's qualifications and all employee licenses may be requested at any time at McKinley County's discretion, and **must** be updated when requested.

4. SERVICE REQUIREMENTS:

Vendor shall furnish labor, supervision, miscellaneous parts, equipment, tools, transportation, methods of communication for work performed under the Contract.

Vendor shall provide qualified mechanics to perform various duties as directed by the authorized McKinley County representative (Purchasing Agent). The vendor shall provide "not to exceed" estimates on all work over \$1,000 prior to commencing project. Vendor shall obtain approval from the authorized County representative (Purchasing Agent) for service requiring an apprentice or more than one licensed HVAC mechanic.

All work shall be performed according to the standards of the HVAC industry and to the complete satisfaction of McKinley County. Mechanics shall contact authorized personnel representative at the building location upon arrival at the jobsite. Mechanics shall ensure that the authorized personnel representative at the building location jobsite logs the start and completion times on the service ticket and for services performed. Mechanics shall provide the following on the service ticket: Building, floor, name of mechanics performing work; number of hours it took for service, listing of parts, and the Purchase Order Number obtained from Purchasing Department. Work is not to be performed unless a Purchase Order is obtained. McKinley County will not be responsible for payment of work that does not follow the above criteria. All work shall be approved on vendor's service ticket by Department Head signature or their representative of the building being serviced. Month old Purchase Orders/work orders that are complete, without an invoice will be closed at no charge to the County. No exceptions. All work shall conform to the Federal, State, County and local codes, rules and regulations.

Invoices without the Purchase Order or signature of Department Head or representative of the building serviced will be returned to the vendor.

McKinley County can perform on-site inspections at any time during the work. Vendor shall have a constantly monitored 24-hour day phone number(s) to contact for service.

Mechanics shall be on call 24-hours a day with a two hour response time other than emergency calls.

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The vendor shall be responsible for obtaining all necessary permits within the City of Gallup, and within the unincorporated areas of McKinley County, New Mexico before work is started. The vendor is also responsible for containing and obtaining utility markings from applicable utility providers.

Vendor must meet all Federal EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. McKinley County will not receive any material, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.

The vendor shall maintain a stocked service truck with materials, tools, ladders, and equipment to provide HVAC services as described in the "scope of contracting services."

A normal work crew will consist of one (1) mechanic. On complicated work assignments, additional mechanics or helpers may be used if pre-approved by the authorized McKinley County representative (Purchasing Agent). A licensed commercial HVAC mechanic shall be required to be on-site at all times either performing or overseeing the work of a mechanics helper. McKinley reserves the right to require the vendor to have a helper or secondary individual on all assigned tasks.

The vendor may be required to do emergency repairs at times other than normal working hours. The vendor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work 365 days per year. Emergency HVAC calls must be provided within one hour after receiving call, depending on road and weather conditions. The respondent must give high priority to emergency service calls from authorized County representative (Purchasing Agent) to restore the system to working condition in the shortest possible time and to take all necessary precautions to prevent recurrence and damage to other systems or building(s).

Actual travel time to and from the job work location is not reimbursable under the purchase order. Travel cost and/or mileage shall be included in the hourly rate for labor.

McKinley County shall have the right to require any Contractor, employee or helper who they consider being incompetent or not of good character or otherwise unsuitable to be replaced forth with a person who is suitable.

Respondent employees must wear a company uniform, identification badge, or carry an identification card while working in or at all County-owned buildings or grounds.

All work required to correct any problems over and above the original diagnosis shall be approved by the authorized McKinley County representative (Purchasing Agent) prior to repair. Respondent shall work until each job is completed and when necessary, respond to multiple requests for services at the same time.

Any work requiring a separate license shall be performed under the applicable license as required under local or state law.

Respondent shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of the authorized personnel representative at the building location . Respondent shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances,

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statutes, etc. The authorized department representative shall approve the removal of all mechanical and electrical parts.

Respondent shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the respondent shall cover the furnishings and floor area located below the equipment prior to commencing work.

5. WORK SCHEDULING, RATES & PROCEDURES:

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation for workers, lunch, material acquisition, handling, and delivery, or for movement of contractor owned or rental equipment is **not** chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor, unless prior approval is granted by McKinley County Purchasing Department.

All parts/materials used by the contract shall be billed to McKinley County at actual cost to the vendor plus percentage of mark up. The percentage of markup shall not exceed twenty (20) percent. McKinley County has the option to purchase directly an individual part/material for service/repair that exceeds \$1000.00 in cost. A copy of the Vendor's source invoice(s) for all parts/materials used for repairs/services must accompany Vendor's invoice in order to be reimbursed. Payments shall not be made for any parts/material without the proper documentation attached to the vendor's original invoice.

Any specialized equipment which is rented by the Vendor for use on a project and is intended to be billed as a direct charge must be identified on the initial "not to exceed cost estimate" and shall be charged to McKinley County at actual cost to the vendor.

No work shall be permitted on Saturdays, Sundays or Holidays without the permission of the authorized McKinley County representative (Purchasing Agent).

No minimum show-up time shall be paid under this contract.

Note: No lunch or material acquisition time shall be included on the service ticket without the approval of the authorized McKinley County representative (Purchasing Agent). Upon completion of the work, the plumber shall record the finished time, sign the ticket to indicate the work is complete and obtain the McKinley County authorized representative signature on the service ticket for verification. A copy of the service ticket shall be given to the authorized personnel representative of the building servicing. A list of contact names and phone numbers for reporting in and out times on jobs when the Purchase Order is given to vendor's office for each service request upon award of this contract is provided on Pages 10 and 11.

The Vendor shall keep the premises free from accumulation of waste materials or rubbish caused by his/her operations at all times. The Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized McKinley County authorized personnel representative of the building servicing. Vendor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service and in strict accordance with all applicable regulations, codes, laws, and ordinances. If the area is not cleaned by the Contractor, upon completion, the sum of \$15.00 per hour needed to clean the area shall be deducted from the Contractor's invoice.

Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Manufacturer's

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warranties shall apply to new materials/parts provided. Vendor shall provide the authorized personnel representative of the building servicing with all manufacturers' warranty documents upon completion of installation and prior to leaving the jobsite.

The vendor shall guarantee all work included in the "Contract" against any defects in workmanship; and shall satisfactorily correct, at no cost to McKinley County, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by McKinley County which is by payment.

No sub-contractor(s) shall be permitted to work under this contract without the consent of the authorized McKinley County representative (Purchasing Agent).

6. CONDITIONS FOR PURCHASING ELSEWHERE:

Should the awarded contractor fail to make repairs when ordered, in accordance with the terms specified herein, the authorized McKinley County representative (Purchasing Agent) shall have the right to procure services in the open market, in which event the extra cost of such services above the contract price shall be charged against the Contractor and may be deducted from any money due or which may become due the contractor.

The Purchasing Department reserves the right to order services required for emergency purposes from any party who can give more prompt service in making repairs than can the awarded contractor for each emergency requirements without waiving or voiding any of the items and conditions of the award.

7. UNSATISFACTORY PERFORMANCE:

McKinley County may consider the following performance by the respondent as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to the following:

- In excess of one service "call back" to correct the same problem within 30 consecutive calendar days
- In excess of one instance with one calendar year of vendor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair
- In excess of two instances within one calendar year of response time, as defined in these specifications, to an authorized service call exceeding the two-hour limit to the building that needs servicing.

8. PERFORMANCE WARRANTY:

Work performed under the Purchase Order shall meet all applicable requirements of the latest revision of the Mechanical, National Electric and Unified Building and Plumbing codes. The vendor shall guarantee all work included in the Purchase Order against any defects in workmanship; and shall satisfactorily correct, at no cost to McKinley County, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by McKinley County.

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9. MATERIAL WARRANTY:

Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCOUNTED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for respondent provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by McKinley County. Respondent shall provide the authorized Department Representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

10. INSURANCE:

The respondent shall provide with their response proposal, copies of Worker's Compensation, General Liability, New Mexico Contractor's License, Bodily Injury and Property Damage; Commercial Automobile Liability including Uninsured Motorists Coverage in the amount indicated below:

The specific insurance requirements for this solicitation are:

Commercial General Liability =	\$1,000,000
Business Automobile Insurance =	\$500,000
Professional Liability Insurance =	\$1,000,000

11. FEE ESTIMATE:

Labor costs must be addressed in ½ hr increments for Plumber, Apprentice Plumber, Building & Common-Unskilled Laborers. Respondent must give price for equipment they will use on the job, i.e., backhoe with operator, trencher with operation compressor with tools, pneumatic tamper, 3" water pump, 2" water pump, sewer machine, sink machine, snake machine, 50' snake, 100' snake, and increments thereafter, and address any other machines necessary, emergency costs after hours (8 am. to 5 p.m.); and, a current established list price package of parts. The information required by this paragraph shall be made part of the Fee Estimate package.

Respondent should also consider the provisions of N.M.S.A. 1978 §§ 13-4-11 through 13-4-14. Failure to consider these sections of the Procurement Code may be grounds for rejection of a proposal.

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12. PAYMENT:

Payment will be made in accordance with McKinley County's Terms and Conditions. Invoices **must** be itemized by service call. Purchase Orders must be annotated on the invoice. Invoice payments are approved by County Commission in the next available County Commission meeting after Invoice submittal and review; and, vendor warrants are mailed the next day. See Paragraph 4 -- Service Requirements and Paragraph 5 -- Work Scheduling, Rates & Procedures.

13. EVALUATION OF PROPOSALS (Procedure)

McKinley County will evaluate and select HVAC Services in accordance with N.M.S.A. 1978 §10-16-13 of the Governmental Conduct Act; and, the State Procurement Code, N.M.S.A. 1978 §§ 13-1-1 *et. seq.* This RFP will be governed by the applicable provisions of the New Mexico Administrative Code and NOT by the McKinley County Purchasing Regulations.

The County's procedure for selecting is as follows:

1. The County Procurement Office shall appoint an Evaluation Committee (EC) to review all proposals submitted and will consider the "FEE ESTIMATE" as a primary issue in evaluating the responses to the RFP.
2. Proposals submitted in response to this RFPs shall be evaluated by an evaluation committee ('EC') of at least three persons appointed by McKinley County. The EC will collectively possess expertise in the technical requirements of the project, construction design and contracting. McKinley County may use independent consultants or agents to support the EC, and will take appropriate precautions to avoid potential conflicts of interest.
3. Subsequent to the closing of proposals, the Purchasing Office shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP. Once submitted to the EC, in instances where the Purchasing Office interacts with the EC, the Purchasing Office will only advise the EC on procedural issues.
4. The EC members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein. Each member of the committee will possess "expertise in the technical requirements of the project, construction design and contracting"
5. Offerors must submit an original and four copies of a two-volume written proposal. Each volume shall be submitted in a separate sealed envelope or package and offerors shall clearly label each volume with their name, address and date of submittal and prominently identify each as: volume I: technical proposal and volume II: price proposal.
6. Price proposals shall remain sealed until the EC has completed its evaluation of the technical proposals for all offerors and has prepared final technical scores. At that time, the EC shall consider the price proposal based on the evaluation criteria stated herein. Upon the successful completion of the evaluations, contracts will be presented to the Board of County Commissioners for approval.

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SECTION 3- MCKINLEY COUNTY BLG. LOCATIONS

McKinley County Courthouse
207 West Hill Street
Gallup, NM 87301
(505) 722-3868, Ext. 1081
Fred Castillo

Road Department
1980 West Warehouse Lane
Gallup, NM 87301
(505) 722-2303
Melissa Goins

Road Department Garage and Svc Dept.
1980 West Warehouse Lane
Gallup, NM 87301
(505) 722-2303
Melissa Goins

Sheriff's Department
300 W. Nizhoni Ave.
Gallup, NM 87301
(505) 863-1410
Sheriff Felix Begay

McKinley County Extension Ofc
5002 West Historic Hwy 66
Gallup, NM 87301
(505) 722-3432
Kathy Landers

Thoreau Senior Citizen Center
01 Second Street, 1-40 Exit 53
Thoreau, NM 87323
(505) 862-7943
Bob M.

Ramah Senior Citizen Center
1 Mile West of Highway 53
Ramah, NM
(505) 783-4696
Sandra Rossler

Thoreau Health Clinic
#15 Navarre Blvd.
Thoreau, NM 87323
(505) 862-7417
Florene Shelley

DWI Ofc
2109 Hasler Valley Rd.
Gallup, NM 87301
(505) 863-1440
Debra Martinez

Juv. Det./JSACC Center
2105 Hasler Valley Rd.
Gallup, NM 87301
(505) 863-1423
Raeann Ruiz

Metro Dispatch
2215 East Boyd Ave.
Gallup, NM 87301
(505) 722-2002
Glendora Orphey

Red Mesa Art Gallery
105 West Hill Street
Gallup, NM 87301
(505) 722-4209
Martin Link

Fire/EMS Ofc.
413 Bataan Memorial Drive
Gallup, NM 87301
(505) 863-3839
Bill Woolman

Sheriff Sub Station (Thoreau)
109 State Highway 371
Gallup, NM 87301
(505) 863-1410
Sheriff Felix Begay

B.O.E. Warehouse
1980 West Warehouse Lane
Gallup, NM 87301
(505) 722-4469
Richard Palochak

McKinley County Health Ofc.
1919 College Drive
Gallup, NM 87301
(505) 722-4391
Sally Vink

Battered Families
1505 Walnut Circle
Gallup, NM 87301
(505) 722-7483 (Renee)
MUST CALL PRIOR TO APPT.

Fleet Maintenance Bldg.,
411 Bataan Memorial Drive
Gallup, NM 87301
(505) 863-5216
Leo Skeets

Bluewater Acres FD
#9 Cod Road
Bluewater, NM
(505) 862-8232
Jake Campos

Bluewater Lake FD
01 Ronnie Avenue
Bluewater, NM
(505) 876-4095
Bill Candler

Crownpoint FD
Rt 9 Chaco Blvd.
Crownpoint, NM
(505) 786-7385
Jimmy Toledo

Ft. Wingate FD
281 State Hwy 400
Ft. Wingate, NM
(505) 488-5261
Rudy Nez

McKinley West FD
124 W. Historic 66
Gallup, NM 87301
(505) 863-1416
Nathan Emerson

Navajo Estate FD
#40, State Hwy 264
Yah-Tah-Hey, NM
(505) 863-1416
Nathan Emerson

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**Navajo Pine FD
Shepard & Walnut
Navajo, NM
(505) 777-2233
Jymerson Manygoats**

**Pine Haven FD
02 Pine Garden Rd.
Pine Garden Rd.
(505) 778-5959
Bob Merrill**

**Prewitt FD
#1669 State Hwy 122
Prewitt, NM
(505) 876-4068
Abel Forkner**

**Ramah FD
#04 S. Tietjen Ae.
Ramah, NM
(505) 783-4252
Andy Wilson**

**San Mateo FD
State Rod 605
San Mateo, NM
(505) 287-4704
Romir Salcido**

**Thoreau Ambulance
#29 First Street
Thoreau, NM
(505) 862-7482
Winona Cometsevah**

**Thoreau FD
#65 1st Avenue
Thoreau, NM
(505) 862-7770
Emerson Thomas**

**Tse Ya Toh FD
#21 Sunset Valley Rd.,
Tsa Ya Toh, NM
(505) 722-2637
Herman Yazzie**

**Timberlade FD
#745 Timberlake Rd.
Ramah, NM
(505) 783-4579
Andy Wilson**

**White Cliff FD
#10
White Cliff, NM
(505) 863-6002
Mike Hoffman**

**Whispering Cedar FD
40 Whispering Cedar Rd.
Whispering Cedar, NM
(505) 488-5528
Mike Henry**

**Zuni FD (Station #11)
13 Old Gallup Road
Zuni, NM
(505)488-5528
Edward Sanchez**

**Adult Detention Center
255 South Boardman Ave.
Gallup, NM 87301
(505) 726-8962
Cynthia Espinosa**

**District Attorney
201 West Hill Street
Gallup, NM 87301
(505) 722-2281
Fred Castillo**

**Law Enforcement Center
300 W. Nizhoni Blvd.
Gallup, NM 87301
(505) 863-1410
Judith Grijalva**

This list is not inclusive. Additional County buildings not listed or that are built during the year shall also be part of this RFP. Building Contact personnel may change from time to time.

Having carefully examined the notice to bidders, general instructions to bidders, terms and conditions, supplemental terms and conditions, and project scope of work, addenda(s), the site of the work, the work on the above-named project, the respondent hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc. (not including New Mexico Gross Receipt Taxes or any additive alternates) required by said documents and to complete all divisions of the work stipulated. The Board reserves the right to reject any or all bids and waive any/all formalities.

SECTION 4 EVALUATION CRITERIA

4.1 CRITERIA AND POINT VALUES

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

	<u>Suggested Points</u>
4.2 MANAGEMENT PLAN AND PROFESSIONAL QUALIFICATIONS Qualifications, experience and knowledge by key staff to service McKinley County's needs. (Project Approach & Services); and, Management team; Technical approach to project; Safety plan/programs; Project schedule.	[195]
4.3 PAST PERFORMANCE RELATED EXPERIENCE AND FAMILIARITY WITH COMMERCIAL PLUMBING (Similar Performance on Similar Jobs); Budget and schedule data; If available, performance quality and overall customer satisfaction; Compliance with applicable laws and regulations; Safety performance record.	[195]
4.4 PROJECT STAFFING/CRAFT LABOR CAPABILITIES SERVICE BEST SUITED FOR THE NEEDS OF MCKINLEY COUNTY: The ability to provide and complete the scope of work in a timely manner. Service to McKinley County buildings and response time with buildings in multiple locations. including (Qualification & Expertise of Assigned Staff with Similar Projects) Participation in skill training; and, Reliable staffing sources/project staffing	[130]
4.5 HEALTH AND SAFETY; AND REFERENCE QUALIFICATIONS; Submission of three (3) references with name, address, telephone number, and Point of Contact for which firm has provided commercial plumbing services within the preceding 24 months regarding firm's service, billing and health and safety information.	[130]
4.6 TOTAL POSSIBLE POINTS FOR TECHNICAL FACTORS *****	[650]
4.7 PRICE <i>The evaluation of price shall be completed after the evaluation of the technical factors have been scored.</i>	[350]
TOTAL POSSIBLE POINTS	[1000]

SECTION 5 INSTRUCTIONS TO OFFERORS

NOTICE TO PROPOSER

PROPOSAL SUBMITTAL FORMAT SEE SECTIONS 5.3

Non-compliance may result in a non-responsive proposal.

5.1 DEFINITIONS AND TERMS

- 5.1.1 Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 5.1.2 Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 5.1.3 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).
- 5.1.4 Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- 5.1.5 Procurement Manager:** means the person or designee authorized by the County of McKinley to manage or administer a procurement requiring the evaluation of proposals.
- 5.1.6 Request For Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 5.1.7 Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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).
- 5.1.8 Responsive Offer or Proposal:** means an offer or proposal which 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).
- 5.1.9** The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- 5.1.10** The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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5.2 REQUEST FOR PROPOSAL DOCUMENTS

5.2.1 COPIES OF REQUEST FOR PROPOSALS

5.2.1.1 A complete set of the Request for Proposals may be obtained from the County of McKinley as stated in the RFP Notice.

5.2.1.2 A complete set of the Request for Proposals shall be used in preparing proposals; the County of McKinley assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

5.2.1.3 The County of McKinley, 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.

5.2.1.4 A copy of the RFP shall be made available for public inspection and shall be posted at the Office of the Manager, 3rd Floor, County Courthouse

5.2.2 INTERPRETATIONS

5.2.2.1 All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Officer of the County of McKinley in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County of McKinley 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.

5.2.2.2 Offerors should promptly notify the County of McKinley of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

5.2.3 ADDENDA

5.2.3.1 Addenda will be mailed, by facsimile or hand delivered to all who are known by the County of McKinley to have received a complete set of Request for Proposals.

5.2.3.2 Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

5.2.3.3 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.

5.2.3.4 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.

5.3 PROPOSAL SUBMITTAL PROCEDURES

5.3.1 NUMBER, FORM AND STYLE OF PROPOSALS

5.3.1.1 Offerors must submit an original and four copies of a two-volume written proposal. Each volume shall be submitted in a separate sealed envelope or package and offerors shall clearly label each volume with their name, address and date of submittal and prominently identify each as: volume I: technical proposal and volume II: price proposal. The proposal may contain a separate bound appendix which can address items identified in 5.3.1.4 .

5.3.1.2 All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin;

5.3.1.3 All proposals must be a maximum of 25 pages, including title, index, etc., not including front and back covers.

5.3.1.4 Volume one (1) of the proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal, if any;
- 2) Table of Contents
- 3) Copy of Liability and Worker's Compensation Insurance Certificates, County Business License, State of New Mexico HVAC License. current HVAC Pricing Manual and/or current established list of parts price package
- 4) Management plan and Professional qualifications
- 5) Past performance and Response to related experience and familiarity with commercial plumbing
- 6) Project staffing/ craft labor capabilities and Service best suited for the needs of McKinley County
- 7) Health and Safety and Reference Qualifications
- 8) Proposal submittal format
- 9) Acknowledgement of Protest Bond section of this RFP

5.3.1.5 Volume two (2) of the proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Fee Estimate
- 2) Current HVAC Pricing Manual
- 3) Current established list of parts price package. Price of air filters, pads and belts are to be included as part of the preventive maintenance contract.

5.3.1.6 All RFP documents executed in connection with an RFP issued pursuant to this rule shall contain an acknowledgement and certification section with the following provisions.

- (1) All RFP documents shall be signed by a director, officer or manager of the submitting firm who has sufficient knowledge to fully address all matters and respond to all inquiries included in RFP documents.
- (2) The submitting firm shall represent that the information provided in the RFP documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all

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information, data, certifications, disclosures and attachments included in the RFP documents.

(3) The submitting firm further understands:

(a) the information and data provided in connection with the RFP documents, as well as any other relevant information obtained from any other sources regarding the firm, may be reviewed to determine whether it qualifies as a responsible contractor pursuant to 1.4.1.47 NMAC and whether its offer represents the best value to using agency;

(b) a firm's failure to meet responsibility standards or provide requested information may render it ineligible to perform work on the prospective procurement contract;

(c) the submitting firm acknowledges its obligation to carefully review and complete, and, when applicable, update the RFP documents;

(d) the omission of any material fact concerning requested or submitted information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal.

(4) The submitting firm agrees that if it is awarded the contract, the RFP documents, and all terms and conditions specified therein, and all information, data, certifications and disclosures included in the RFP documents, shall be incorporated into the contract.

(5) The submitting firm further understands that if it is determined that it has intentionally or recklessly failed to disclose requested information, or has intentionally or recklessly made a false statement, misrepresentation, or omission regarding a material fact relating to the RFP documents, the firm may be declared in default of contract and any such conduct shall provide the using agency with grounds to terminate the contract and/or withhold full or partial payment and/or impose any sanctions or penalties, as deemed appropriate and available under New Mexico law.

(6) A general contractor or other prime contractor submitting a proposal pursuant to an RFP issued under 1.4.8 NMAC shall be required to submit as part of its technical proposal a certified contractor qualification statement which shall include, at a minimum, the following information:

(a) a list of all projects the firm has performed work on in the five (5) years immediately preceding the submission of its proposal that are similar in size and scope, as specified by McKinley County in the RFP, to the prospective procurement project; in the event that an offeror is a new business and does not have a performance record sufficient to evaluate the firm's past performance, McKinley County may consider the past performance of the firm's officers, management and owners or partners;

(b) copies of any types of performance evaluations reports for the past five (5) years prepared in connection with the work identified in Subparagraph (a);

(c) the following representations, regarding the firm's present capabilities to perform the procurement contract and its prior history for the past three (3) years immediately preceding the date of this statement:

(i) the firm has a current contractor registration, as required by Section 13-4-13.1 NMSA 2004;

(ii) the firm has all applicable business and/or contractor licenses required by state or local law;

(iii) the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors;

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- (iv) the firm has not had any business, trade or contracting license suspended or revoked;
- (v) the firm has not been debarred by any government agency;
- (vi) the firm has not defaulted on any project;
- (vii) the firm has not committed willful or repeated violations of federal or state wage laws as determined by a final non-appealable decision of a court or government agency;
- (viii) the firm has not committed serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency;
- (ix) disclosure by the firm of the following most recently available safety data: experience modification ratings; total lost workday incident rates (calculated by the number of lost time injuries and illnesses x 200,000 total hours worked); and recordable incident rates (calculated by the number of injuries x 200,000 total hours worked).

5.3.1.7 Subject to section 5.4.2 below, any Proposal that does not adhere to this format, and which does not address each specification or requirement within the RFP may be deemed non-responsive and rejected on that basis.

5.3.1.8 Offeror 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.

5.3.1.9 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.

5.3.1.10 A pre-proposal conference will not be held.

5.3.2 SUBCONSULTANTS

5.3.2.1 The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted Work.

5.3.2.2 The Offeror is specifically advised that any person or other party to whom it is proposed to award as subcontractor under this proposal, must be acceptable to the County of McKinley after verification by the County of McKinley of the current eligibility status, including but not limited to suspension or debarment by the County of McKinley.

5.3.3 PREQUALIFICATION PROCESS

5.3.3.1 A business may be pre-qualified by the Purchasing Officer 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.

5.3.4 DEBARRED OR SUSPENDED CONTRACTORS

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5.3.4.1 A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the County of McKinley and shall not be considered for award of the contract during the period for which it is debarred or suspended with the County of McKinley.

5.3.5 SUBMITTAL OF PROPOSALS

5.3.5.1 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.

5.3.5.2 The envelope shall be addressed to the Procurement Officer of the County of McKinley. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposal 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.

5.3.5.3 Proposals received after the date and time for receipt of Proposals will be returned unopened.

5.3.5.4 The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Officer's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

VIA MAIL

OFFICE OF THE MANAGER
COUNTY OF McKINLEY
POST OFFICE BOX 70
GALLUP, NM 87305-0070

HAND DELIVERED

OFFICE OF THE MANAGER
COUNTY COURTHOUSE, 3RD FLOOR
207 WEST HILL AVENUE
GALLUP, NM 87301

5.3.5.5 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, and such other information as may be specified by the Purchasing Officer.

5.3.5.6 Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

5.3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

5.3.6.1 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.

5.3.6.2 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.

5.3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

5.3.7.1 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.

5.3.7.2 Laws and Regulations: The Offeror's 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.

5.3.8 REJECTION OR CANCELLATION OF PROPOSALS

5.3.8.1 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 County of McKinley. A determination containing the reasons therefore shall be made part of the RFP file (13-1-131 NMSA 1978).

5.4. CONSIDERATION OF PROPOSALS

5.4.1 RECEIPT, OPENING AND RECORDING

5.4.1.1 Proposals received on time will be opened publicly or in the presence of two witnesses and the name of the Offeror and address will be read aloud.

5.4.1.2 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).

5.4.2 PROPOSAL EVALUATION

5.4.2.1 Proposals shall be evaluated on the basis of demonstrated competence and qualification 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).

5.4.2.2 The County of McKinley shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror, which do not alter the quality of the services (13-1-132 NMSA 1978).

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5.4.2.3 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 Procurement Officer. 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 (13-1-120 NMSA 1978).

5.4.2.4 Selection Process: 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the County of McKinley. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular RFP, the committee may:
 - a) rank in order of qualifications and submit to the County of McKinley for award those businesses which have submitted a statement of qualifications; or
 - b) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978).

5.4.3 NEGOTIATIONS (13-1-122 NMSA 1978)

5.4.3.1 The County of McKinley'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.

5.4.3.2 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.

5.4.3.3 The designee shall then undertake negotiations with the third most qualified business.

5.4.3.4 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

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business or the procurement process is terminated and a new request for proposals is initiated.

5.4.3.5 The County of McKinley will publicly announce the business selected for award.

5.4.4 NOTICE OF AWARD

5.4.4.1 After award by the County of McKinley, a written notice of award shall be issued by the County of McKinley with reasonable promptness (13-1-100 and 13-1-108 NMSA 1978).

5.4.5 CONTRACT TERM:

5.4.5.1 The contract period will begin when signed after the RFP process, and continue for one (1) year, with the option to extend for Three (3) additional years based on the same terms and conditions.

5.5. POST-PROPOSAL INFORMATION

5.5.1 PROTESTS

5.5.1.1 Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County of McKinley Purchasing Office in accordance with the requirements of the State Procurement Code and Regulations. 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).

5.5.1.2 In the event of a timely protest under this section, the Purchasing Officer and the County of McKinley shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award is necessary to protect substantial interests of the County of McKinley (13-1-173 NMSA 1978).

5.5.1.3 The Purchasing Officer or his 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 attorney's fees (13-1-174 NMSA 1978).

5.5.1.4 The Purchasing Officer or his 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 (13-1-183 NMSA 1978).

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5.5.1.5 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 1978).

4.5.1.6 Protest Bond.

Any person who files a formal written protest, shall post with the authorized County representative (Purchasing Agent), at the time of filing the formal written protest, a cashier's check or bond payable to McKinley County in an amount equal to one percent (1%) of the County's estimate of the total volume of the contract or \$5,000, whichever is less. If the decision of the Purchasing Office upholds the action taken by the County, then the County shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by County staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the authorized County representative (Purchasing Agent) does not uphold the action taken by the County then the County shall return that amount, without deduction, to the person or entity filing the protest

5.5.2 EXECUTION AND APPROVAL OF AGREEMENT

5.5.2.1 The Agreement shall be signed by the Successful Offeror and returned within an agreed upon 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.

5.5.3 NOTICE TO PROCEED

5.5.3.1 The County of McKinley will issue a written Notice to Proceed to the Offeror.

5.5.4 OFFEROR'S QUALIFICATION STATEMENT

5.5.4.1 Offeror to whom award 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)

5.6. OTHER INSTRUCTIONS TO OFFERORS (If NONE, write None)

5.6.1 EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

5.6.1.1 McKinley County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Contractor agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and

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applicable rules when required to do so, the County may terminate this agreement.

5.6.2 OSHA REQUIREMENTS IN EMPLOYMENT:

5.6.2.1 McKinley County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the McKinley County Loss Control Manual as if an employee of McKinley County.

5.6.3 LOCKOUT-TAGOUT POLICY:

5.6.3.1 McKinley County has adopted standard procedures for Lockout-Tagout for energy isolating devices. Companies or firms under contract with McKinley County shall provide the County's Safety Officer with their Lockout/Tagout procedures or comply with the County's Lockout/Tagout procedures.

5.6.4 HAZARDOUS COMMUNICATION PROGRAM:

5.6.4.1 McKinley County has adopted standard procedures for the Hazard Communication program otherwise referred to as the: "Right to Know Law", to provide knowledge, warning, protection and other materials. Companies or firms under contract with McKinley County shall provide the County's Safety Officer or his designee, with their "Hazard Communication Program" procedures for comply with the County's Hazard Communication Program procedures.

5.7.1 COOPERATIVE PROCUREMENT AGREEMENT:

This Request for Proposal is made and received understanding that it is a Cooperative Procurement Agreement available to be used by other Local Governmental units including Quasi Governmental Agencies. The items/services listed in this proposal apply to all Local Governmental units. Each Purchasing Office will issue their own Purchase Order for the items/services mentioned in this proposal.

The services in this proposal do not necessarily reflect the total estimated services by all participating Local Governmental units. The Proposer is required to furnish prices F.O.B. to any Local Governmental unit at their location.

PROPOSER MUST BECOME FAMILIAR AND COMPLY WITH THE TERMS AND CONDITIONS OF EACH PARTICIPATING AGENCY INVOLVED IN THIS COOPERATIVE PROCUREMENT AGREEMENT.

MCKINLEY COUNTY does not in any way guarantee the proposer any services other than for the county needs, other cooperative agencies only have an option to participate off this bid and will be liable for their own requirements.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.1 GOVERNING LAW

6.1.1 The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

6.2 INDEPENDENT CONTRACTORS

6.2.1 The Offeror and his agents and employees are independent Contractors and are not employees of County of McKinley. The Offeror and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County of McKinley vehicles, or any other benefits afforded to employees of the County of McKinley as a result of the Agreement.

6.3 BRIBES, GRATUITIES AND KICK-BACKS

6.3.1 Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibit 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.

6.4 STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFERER

6.4.1 The form of agreement required by the funding agency or issued by the County of McKinley will be used for this project. Copies are available and may be reviewed upon request.

6.5 FUNDING

6.5.1 This solicitation is subject to the availability of funds to accomplish the work.

6.6 CONTACT WITH COUNTY OF MCKINLEY OFFICIALS OR STAFF MEMBERS

6.6.1 Prior to, and after submittal of proposal, prospective Offerors shall **not** make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP.

6.7 LIABILITY INSURANCE

The Offeror [] will [] will not be required to carry liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.00 prior to award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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, which has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

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--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.

Typed or Printed Name

Date

Signature

Title (Position)

Company Name