

**COUNTY OF MCKINLEY
P. O. BOX 70
GALLUP, NM 87305-0070
(505) 722-3868
FAX (505) 863-6362**



MCKINLEY COUNTY

RFP NO. 2022-01

REQUEST FOR PROPOSALS

MCKENZIE RIDGE TRAIL PROJECT

Proposal Deadline: Thursday, October 21, 2021 at 2:00 p.m. Local Time

PROCUREMENT AGENT: Hugo G. Cano, Procurement Manager



MCKINLEY COUNTY

County of McKinley

207 West Hill Avenue
Gallup, New Mexico 87301
505-722-3868
Fax 505-863-6362

Commissioner, Dist. 1
Billy Moore

Commissioner, Dist. 2
Genevieve Jackson

Commissioner, Dist. 3
Robert Baca

Manager
Anthony Dimas Jr.

REQUEST FOR PROPOSALS

THE COUNTY OF MCKINLEY IS REQUESTING PROPOSALS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: McKenzie Ridge Trail Project
RFP NO.: 2022-01
OPEN: October 21, 2021 @ 2 p.m. Local Time

NIGP Commodity Code(s): 91226

FOR ADDITIONAL INFORMATION CONTACT:

HUGO G. CANO
PROCUREMENT MANAGER
(505) 722-3868, EXT 1010

THE OFFICE OF THE MANAGER, COUNTY OF MCKINLEY, WILL RECEIVE COMPETITIVE SEALED PROPOSALS FOR THE GOODS OR SERVICES DESCRIBED IN THIS RFP AT:

VIA MAIL
PROCUREMENT MANAGER
COUNTY OF MCKINLEY
207 WEST HILL AVENUE
GALLUP, NM 87301

HAND CARRIED
PROCUREMENT MANAGER
COUNTY COURTHOUSE, 3RD FLOOR
207 WEST HILL AVENUE
GALLUP, NM 87301

ANY PROPOSAL RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

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NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for

RFP No. 2022-01

MCKENZIE RIDGE TRAIL PROJECT

will be received by McKinley County, 207 West Hill Avenue, Gallup, New Mexico 87301 until **Thursday, October 21, 2021 2:00 p.m. local time**. Proposals will be received in the County Manager's Office. Copies of the Request for Proposals can be obtained in person at the Office of the Manager at 207 West Hill Ave., Third Floor, Gallup, NM 87301, be mailed upon written request to Hugo G. Cano, Procurement Manager (505) 722-3868, Ext. 1010, or may be obtained from McKinley County Website: www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations. 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 24th day of September 2021

BY: /s/ Billy Moore
Chairman, Board of Commissioners

PUBLISHED: Friday, September 24, 2021 Gallup Sun

PUBLISHED: Sunday, September 26 2021 Albuquerque Journal

PROPOSAL REVIEW SCHEDULE

- 1. ADVERTISEMENT..... **September 24, 2021**
- 2. ISSUANCE OF PROPOSAL PACKET **September 24, 2021**
- 3. PROPOSAL SUBMITTAL DEADLINE..... **October 21, 2021**
- 4. EVALUATION OF PROPOSALS **October 22 – October 28, 2021**
- 5. RECOMMENDATION OF AWARD **November 9, 2021**
- 6. EXECUTION OF AGREEMENT AND
NOTICE TO PROCEED **TBD**

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

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

In acknowledgment of receipt of this Proposal the undersigned agrees that they have received a complete copy of the proposal consisting of **thirty-nine (39)** pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **October 1, 2021**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal are guaranteed to receive copies of all written questions and the County's written responses to those questions, as well as copies of Addendums, if any are issued.**

FIRM: **DOES** / **DOES NOT** (**Circle one**) intend to respond to this Request for Proposals.

FIRM NAME: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to this Proposal.

Return this form to:
(by fax or email acceptable)

McKinley County Purchasing Department
Hugo G. Cano
207 West Hill
Gallup, New Mexico 87301
(505) 722-3868
(505) 863-6362 Fax
Email: hugo.cano@co.mckinley.nm.us

Please return this form by October 1, 2021

SECTION 1 GENERAL INFORMATION

GENERAL INFORMATION/PROJECT DESCRIPTION

The Scope of Work (SOW) for this request for proposals outlines the trail building project to be completed in 2021 and 2022. McKinley County is scheduled to conduct this project under Forest Service Agreement #18-CS-11030300-002 and Cooperator Agreement #17-OCT-3888A. The County of McKinley in coordination with the Mt Taylor Ranger District is implementing the Zuni Mountain Trail Project and Conservation Master Plan. The County of McKinley is managing the operation of existing trails and new trail construction for the McKenzie Ridge Trail System and is coordinating with Zuni Mountain Trail partners to complete 2021 tasks utilizing the Recreation Trails Program funds.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

SECTION 2 SCOPE OF WORK

2.1 SCOPE OF WORK

McKinley County is seeking a qualified contractor experienced in trail construction to complete the remaining tasks under Forest Service Agreement #18-CS-11030300-002 and Cooperator Agreement #17-OCT-3888A to complete the construction of a new McKenzie Ridge trail connector system.

Location - The McKenzie Ridge Connector Trail project is located approximately 10 miles west of Ft Wingate, New Mexico. Access to the area is via a New Mexico State Highway 400. The total miles of trail work is approximately 20 miles.

***The complete and detailed scope of work as provided by the USDA Forest Service including all available design specifications and maps are incorporated as attachments to this RFP. All proposers shall refer to these attachments to obtain a complete understanding of the project requirements.**

CONSTRUCTION RECOMMENDATIONS:

McKinley County in issuing this RFP recommends that the trail building work all be done by hand. This recommendation is based on the narrative description of the terrain and the possible slowing of the work due to the timing of obtaining clearances from the Forest Service needed for machine – storage, access and travel, and work areas feasible for use of a machine. The following narrative descriptions are for the benefit of interested proposers, to give the best information to be aware of in responding to the RFP. Proposers are well advised to view the terrain in making their response, especially if proposing machine trail construction.

The narrative descriptions of terrain below are extrapolated from several opinions given to McKinley County by individuals that know the area and are reliable on trail building and maintaining. The following information is provided as additional insight and information regarding the project area:

- Knowing how the terrain is in this country and based on the map shared, I would recommend hand construction. Also, there is only limited motorized access to this area. If going with a machine option, the FS will need to ID and map machine construction, road access, storage locations, etc. so these areas would be clearly defined in the contract prior to the beginning of any construction. There may be arch clearances needed on access routes if it is not on the MVUM and storage locations.
- Not to complicate things too much but it may be possible that machine work along the entire route could be permitted. Some cross-country access with a rubber-tracked vehicle could be permissible but if metal tracked vehicle used, it would have to stay on MVUM roads or trails to access.
- If any equipment will be proposed for use, it would (should) be a mini excavator which typically has rubber tracks (but not always). Putting a 20-mile trail in difficult/rocky terrain without the ability to use an excavator, you may not get any bids.
- The contractor should be allowed to determine what they want to use and not box them in. We are interested in the results while staying within the approved and accepted analysis and the processes in place for obtaining clearances for staging, access and travel, etc. A contractor would (should) go look for themselves and make the determination on how to

accomplish the work. The map prepared by the NWNMCOG McKenzie Ridge Connector 2021 Design/specifications is helpful. Given the possibility of terrain challenges, I think it'll be vitally important that any prospective contractors know what they're getting themselves into.

- When using machines, every location of machine storage/staging and access route travel must be cleared by the FS for archaeological issues. The Mt. Taylor Ranger District only has limited time available for the FS archaeological professionals. Obtaining Clearances has a high probability of delaying the project if machines are used. The access routes and staging areas will be established by the FS and will still need clearances.
- Areas conducive to machine work is spotty, there is a lot of rock along the route of this trail. Access to the areas of machine work is better on the west end of the trail; and on the east end, it is almost nonexistent.
- The Majority of McKenzie Ridge Connector Trail has rocky terrain with large size rocks. Machine construction is possible but must be operated with caution. There are areas of bedrock and other reasons where hand work only will be required.
- There may be lengths measured in segments up to 3 or 4 miles each that a machine could be feasible. However, with the other issues of staging, access travel and clearances needed, it may not be worth it.

SITE VISITS:

It is the responsibility of any interested proposer to be fully aware of the project requirements and construction constraints in order to provide a comprehensive proposal. Site visits are encouraged and should be scheduled ahead of time by contacting the following:

Muriel Plummer, Grants Manager – muriel.plummer@co.mckinley.nm.us

Douglas Decker, County Attorney – doug.decker@co.mckinley.nm.us

WORK COMMENCEMENT:

It is advisable that the awarded contractor commence work as soon as possible during the remaining calendar year 2021 once the notice to proceed has been issued to make effective use of the short time period available to complete the requirements of this project.

All work must be completed by October 31, 2022 to fall within the grant deadline.

2.2 INSURANCE (IF APPLICABLE)

A. Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. Worker's Compensation: The successful bidder, referred to as the Contractor shall maintain as his/her expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will

provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to the City.

2. Other required coverage: The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

3. Coverage Required: The kinds and amounts of insurance required are as follows:

- a. Professional Liability **WILL** **WILL NOT** be required: If required, the Minimum shall be \$1,000,000 aggregate
- b. Commercial General Liability Insurance: A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

- c. Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and all other equipment owned and non-owned, both on and off the work.

- d. Worker's Compensation Insurance:

Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

- e. Increased Limits: During the life of the Contract (agreement) the County may require the Contractor to increase the maximum limits of any insurance required herein. If the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

- e. Certificates, renewals, and notice of cancellation shall be sent to:

McKinley County
Manager's Office
Attn: Hugo G. Cano
Procurement Department
207 West Hill Avenue
Gallup, New Mexico 87301

2.2 SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial and/or professional practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

SECTION 3 INSTRUCTIONS TO PROPOSERS

NOTICE TO PROPOSER

FOR PROPOSAL SUBMITTAL FORMAT SEE SECTION 5

3.1 DEFINITIONS AND TERMS

- 3.1.1 Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 3.1.2 Consultant:** means the Successful Proposer awarded the Agreement/Contract.
- 3.1.3 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).
- 3.1.4 Proposer or Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.
- 3.1.5 Procurement Manager:** means the person or designee authorized by the County of McKinley to manage or administer a procurement requiring the evaluation of proposals.
- 3.1.6 Request For Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 3.1.7 Responsible Proposer or Proposer:** means a proposer 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).
- 3.1.8 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).
- 3.1.9** 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 proposer's proposal.

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

3.2 GENERAL REQUIREMENTS

3.2.0 COPIES OF REQUEST FOR PROPOSALS

- 3.2.0.1** A complete set of the Request for Proposals may be obtained from the County of McKinley as stated in the RFP Notice. A copy of the proposal is also available on our website: www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations .
- 3.2.0.2** 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.
- 3.2.0.3** 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.
- 3.2.0.4** A copy of the Notice for the RFP shall be posted at the Office of the Manager, 3rd Floor, County Courthouse

3.2.1 SUBMITTAL OF PROPOSALS

- 3.2.1.1** Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be enclosed in a sealed envelope.
- 3.2.1.2** The envelope shall be addressed to the Procurement Officer of the County of McKinley. If hand delivered note the Request for Proposal Number on the envelope in the lower left-hand corner. If the Proposal is sent by mail or Express delivery, the shipping container or envelope shall have the Proposal Number on the face thereof. Failure to do so shall not constitute a liability on the part of McKinley County if the proposal is subsequently misplaced or lost.
- 3.2.1.3** Proposals received after the date and time for receipt of Proposals will be returned unopened.
- 3.2.1.4** The Proposer 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
207 WEST HILL STREET
GALLUP, NM 87301

HAND DELIVERED

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

- 3.2.1.5** After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Proposer, a description sufficient to identify the service, and such other information as may be specified by the Purchasing Officer. Proposals shall not be publicly opened to maintain the confidentiality of all proposals.

3.2.1.6 Offeror agrees that the proposal shall remain in effect for ninety (90) days from the due date for proposals and subject to acceptance by the County within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the County. Acceptance period may be extended with the mutual agreement of the County and the Offeror.

3.2.1.7 Oral, telephonic, electronically transmitted (fax or email), or telegraphic proposals are invalid and will not receive consideration.

3.2.2 INTERPRETATIONS

3.2.2.1 All questions about the meaning or intent of the Request for Proposals shall be submitted in writing. Replies will be issued by Addenda and sent to all offerors of record. Addenda will also be posted on the McKinley County website at www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations .

For questions or clarification regarding any aspect of this proposal, submit the questions in writing to: Hugo G. Cano; McKinley County Purchasing Office; 207 W. Hill Ave.; Gallup, NM 87301; (505) 722-3868; (505) 863-6362 (fax); hugo.cano@co.mckinley.nm.us who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) the RFP number b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions must be submitted no later than **7** days prior to the date set for opening of proposals. Questions submitted after **October 14, 2021** may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Department via fax/email/mail.

Except for communications during any informational meeting conducted by the County for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with County elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, may render a respondent and/or related proposal non-responsive.

3.2.2.2 BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the County unless the specifications state that no substitutions or equivalents are allowed. If the bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

- 3.2.2.3** Proposers should promptly notify the County of McKinley of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

3.2.3 PROPOSAL INFORMATION

- 3.2.3.1 ADDENDA:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal written Addenda only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to the solicitation issued by the Purchasing Office. Addenda will be sent to all offerors of record. Addenda will also be posted on the McKinley County website at www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations.
- 3.2.3.2** Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- 3.2.3.3** Each Proposer shall ascertain, prior to submitting the Proposal, that the Proposer has received all Addenda issued, and shall acknowledge their receipt in the Proposal.
- 3.2.3.4 CONFIDENTIAL DATA:** Proposals will be open to public inspection only after award of a contract. Proposer 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 is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.
- 3.2.3.5 COSTS:** Any cost incurred by the Proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
- 3.2.3.6 PRE-PROPOSAL CONFERENCE:** A pre-proposal conference **WILL** **WILL NOT** be held.

3.2.4 PREQUALIFICATION PROCESS

- 3.2.4.1** A business may be pre-qualified by the Purchasing Officer as a Proposer for particular types of service. Mailing lists of potential Proposers shall include but shall not be limited to such pre-qualified businesses (13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.
- 3.2.4.2** It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from any other activities in the surrounding area. Arrangements for proposers inspection of facilities and/or activity schedules may be secured by contacting

Muriel Plummer, Grants Manager – muriel.plummer@co.mckinley.nm.us

Or;

Douglas Decker, County Attorney – doug.decker@co.mckinley.nm.us

3.2.4.3 Offerors, on their own, may visit the proposed site. County staff will not be available for unscheduled site tours. Offerors shall have no claim against the County for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence.

3.2.5 DEBARRED OR SUSPENDED CONTRACTORS

3.2.5.1 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.

3.2.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

3.2.6.1 A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by a Proposer 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.

3.2.6.2 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.

3.2.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON PROPOSER

3.2.7.1 In submitting this proposal, the Proposer represents that the Proposer 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.

3.2.7.2 Laws and Regulations: The Proposer'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.

3.2.8 REJECTION OR CANCELLATION OF PROPOSALS

3.2.8.1 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).

3.2.9 RECEIPT, OPENING AND RECORDING

3.2.9.1 Proposals received on time will be recorded and the name of each Proposer and address will be read aloud. The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

3.2.9.2 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, evaluation scores for all proposals shall become public information. (13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed to be available to competing Proposers during the negotiation process (13-1-116 NMSA 1978).

3.2.10 PROPOSAL EVALUATION

3.2.10.1 Proposals shall be evaluated based on 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 (Proposers whose proposals are unacceptable shall be notified promptly).

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the County's requirements and the Offerors' proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to McKinley County considering the factors set forth in the proposal.

The County is under no obligation to conduct any negotiations or discussions with an Offeror.

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

3.2.10.3 MANDATORY REQUIREMENTS: Mandatory requirements may be waived by the evaluation committee if all the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Mandatory General Conditions or specifications contain the terms "must", "shall", "will", "is required" or "are required".

3.2.10.4 If a Proposer who otherwise would have been awarded a contract is found not to be a responsible Proposer, a determination that the Proposer is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Proposer to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Proposer is not a responsible Proposer (13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in promptly after an award is made (13-1-120 NMSA 1978).

3.2.11 CONTRACT NEGOTIATIONS (13-1-122 NMSA 1978)

3.2.11.1 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 consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

3.2.11.2 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 may then undertake negotiations with the second most qualified business or terminate the procurement process. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

3.2.11.3 The designee may then undertake negotiations with the third most qualified business, or terminate the procurement process.

3.2.11.4 Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses may be ranked in order of their qualifications and the designee may continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

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

3.2.11.6 The contract between the County and Offeror will follow the format specified by the County and contain the terms and conditions set forth in this RFP and Section 7 of this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the County's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the County. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

3.2.12 NOTICE OF AWARD

3.2.12.1 Award, if made, shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the Request for Proposals. McKinley County will be the sole judge in determining if the product proposed and delivery time meets our requirements.

The County reserves the right to cancel the RFP, or accept or reject any or all proposals in whole or in part, to waive informalities or technicalities at its option and to accept the proposal it deems to be in the best interests of the County.

3.2.12.2 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).

3.2.13 CONTRACT TERM

3.2.13.1 The contract period will begin upon award through **June 30, 2022** and will auto-renew for up to three additional one-year terms unless sooner terminated by either party according to the termination clauses set forth in the contract.

3.2.14 INVOICES/PAYMENT

3.2.14.1 Invoices: Submitted to the McKinley County Finance Department for approval and forwarded to McKinley County Finance for Payment. Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice. All goods or services must be billed to the County and at prices not exceeding those stated on the Purchase Order or contract. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately. Invoices shall be paid completely by the County within thirty (30) days of receipt of the invoice, except for items questioned. The McKinley County Finance Department shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

3.2.15 TAXES AND PERMITS

3.2.15.1 The State, any county, municipality, or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

3.2.16 PREFERENCES

3.2.16.1 N/A

3.2.17 PROTESTS

3.2.17.1 Any Proposer who is aggrieved in connection with a solicitation or award may protest to the County of McKinley Purchasing Officer in accordance with the requirements of the County of McKinley's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 15 calendar days after knowledge of the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

3.2.17.2 PROTEST BOND: A Protest Bond in the amount of **Eight Hundred (\$800.00)** Dollars

from a surety company authorized to do business in this state, or in the form of a cashier's check made payable to McKinley County, or cash shall be included with the timely protest to cover the County's administrative costs incurred to administer the protest. If the protest is upheld the Protest bond shall be returned to the protesting bidder. If the protest is disallowed then the protesting bidder will forfeit the bond to McKinley County.

3.2.17.3 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 Procurement Officer makes a determination that the award is necessary to protect substantial interests of the County of McKinley (13-1-173 NMSA 1978).

3.2.17.4 The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Proposer 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).

3.2.17.5 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).

3.2.17.6 A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be sent to the Protestant and other Proposers involved in the procurement (13-1-176 NMSA 1978).

3.3 POST-PROPOSAL INFORMATION

3.3.1 EXECUTION AND APPROVAL OF AGREEMENT

3.3.1.1 The Agreement shall be signed by the Successful Proposer 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 the parties thereto.

3.3.2 NOTICE TO PROCEED

3.3.2.1 The County of McKinley will issue a written Notice to Proceed to the Proposer.

3.3.3 PROPOSER'S QUALIFICATION STATEMENT

3.3.3.1 Proposer 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)

3.3.4 EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION

3.3.4.1 McKinley County does not discriminate based on 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 applicable rules when required to do so, the County may terminate this agreement.

3.3.5 APPROPRIATIONS:

The terms of this agreement are contingent upon sufficient monies being made available by the McKinley County for the performance of this agreement. If sufficient appropriations and authorizations are not made by the County, this agreement shall terminate upon written notice being given by the County to the contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

3.3.8 COOPERATIVE PROCUREMENT AGREEMENT:

3.3.8.1 EXISTING AGREEMENT:

Under the terms and conditions of this proposal all public bodies allowed by law may procure the supplies or services under this proposal as described herein. The terms and conditions of this proposal shall form a part of each order issued herein. Each public body shall be responsible for their own orders and McKinley County accepts no responsibility for other entities. 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.

3.3.9 PROCUREMENT CODE VIOLATIONS:

3.3.9.1 The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

SECTION 4 SUPPLEMENTAL CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

4.1 SUPPLEMENTAL TERMS AND CONDITIONS

- 4.1.1 ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of addendums, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax, email or other electronic means are not acceptable as noted in the General Conditions.
- 4.1.2 DEBARRED OR SUSPENDED CONTRACTORS:** 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 McKinley County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
- 4.13 ACKNOWLEDGE RECEIPT OF AMENDMENTS:** Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.
- 4.14 PROHIBITED CONTACT:** Except for communications during any informational meeting conducted by the County for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with County elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. All inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.
- 4.14 CONTACT:** For questions or clarification regarding any aspect of this proposal, submit the questions in writing to:

McKinley County Purchasing Office,
Attn Hugo G. Cano;
207 W. Hill; Gallup, NM 87301;
(505) 722-3868; (505) 863-6362 (fax);
hugo.cano@co.mckinley.nm.us

who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions must be submitted no later than 7 days prior to the date set for opening of proposals. Questions submitted after **October 14, 2021** may not be addressed. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

- 4.15 CONFLICT OF INTEREST:** Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the County's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror.
- 4.16 ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than October 1, 2021.** Only potential offerors who return this form are guaranteed to receive copies of addendums and correspondence.
- 4.17 TAXES:** The cost/fee proposal total shall exclude all applicable taxes. The County will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. McKinley County is non-taxable on tangible goods.
- 4.18 APPLICABLE LAW:** This proposal and Agreement shall be governed by the ordinances of the County of McKinley and the laws of the State of New Mexico.
- 4.19 CONTRACT TERMS AND CONDITIONS:** The contract between the County and Offeror will follow the format specified by the County and contain the terms and conditions set forth in Section 7. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the County's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the County. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.
- 4.19 PROPOSAL DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the County website, www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations , by calling (505) 722-3868 or visiting the Central Purchasing Office at 207 West Hill, Gallup, NM 87301. The County will notify offerors of record of amendments/addenda that are issued. If you are not an offeror of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the file document, the file document shall prevail.

SECTION 5 RESPONSE FORMAT & ORGANIZATION

5.1 PROPOSAL SUBMITTAL PROCEDURES

5.1.1 NUMBER, FORMAT AND STYLE OF PROPOSALS

5.1.1.1 Proposers shall provide **one (1) original and three (3) copies** of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals. **Submit one (1) original fee estimate in the same shipping container but under separate sealed cover and mark it "Fee Estimate."** **RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND MAY SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.**

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

5.1.1.3 All proposals must be a maximum of **25 pages** (printed sheet faces) of text no smaller than 10 point and including graphics. All pages shall be numbered except for those specifically excluded from the page count. All foldout pages to a maximum of 11" X 17" shall be counted as two (2) pages and shall be numbered as such. Points will be deducted for proposals that exceed the maximum page count.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two page maximum)
- Letter of Transmittal form (Page XX)
- Resumes
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form (Page XX)
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if - applicable)
- Copy of McKinley County Resident Business Certificate (if - applicable)
- New Mexico Resident Business Preference Table (Page __; if Applicable)
- Current I.R.S. W-9 Form
- New Mexico Resident Veterans Preference Certification Form (if applicable)
- Comments on attached Contract, if any
- Fee/Cost Proposal – submit under separate sealed cover (Page XX)

5.1.1.4 The proposal **must** be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- A. Submit a Table of Contents and Responses to the Evaluation Criteria and organized in the same order as the Evaluation Criteria.

- B. A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:
1. Letter of Transmittal – Each proposal must be accompanied by the Letter of Transmittal form. The Transmittal letter identifies the Offerors as follows:
 - a. The name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract.
 - b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement between Owner and Contractor and compliance with all codes, regulations, facilities, County standards and requirements and laws that shall apply to this project.
 2. Campaign Contribution Disclosure Form –A form is included with this RFP. Any prospective contractor must fill this form whether they, their family member, or their representative has made any contributions subject to disclosure.
 3. Acknowledgement of Receipt of Amendment forms (if any issued)
 4. Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted if available. Insurance will be required prior to award, but not to submit a proposal.
 5. Cost/Fee Proposal to be submitted within the same shipping container but under separate sealed cover
 6. Copy of New Mexico Resident Bidder or Resident Veterans Certificate – Offeror MUST include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.
 7. Copy of McKinley County Resident Business Preference certificate - Offeror MUST include a copy of their McKinley County Resident Business Certificate for purposes of receiving the McKinley County Business Preference, if applicable.
 8. Resident Veterans Preference Certification form
 9. Resident Business Preference Table (Page 26; if Applicable)
 10. Current I.R.S. W-9 Form
 11. Comments on Contract (if Any)
- 5.1.1.5 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.**

SECTION 6 EVALUATION CRITERIA

6.1 CRITERIA AND POINT VALUES

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

- (1) **Specialized technical competence and experience** of the business, including a joint venture or association, regarding the type of services required.....**250 points**
- (2) **Capacity and capability** of the business, including any consultants or their representatives, to perform the work, including any specialized services, within time limitations.....**200 points**
- (3) **Evidence of Understanding the Scope of Work**.....**250 points**
- (4) **Past record of performance** on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.....**150 points**
- (5) **Cost Proposal** (submit within same shipping container but under sealed cover)**150 points**

TOTAL 1000 points

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal.

1. Specialized Design:

- Brief history of firm and firm’s experience working with Counties to provide similar services
- Specialized design and/or technical competence, including a joint venture or association, regarding the type of services required for this proposal.

2. Capacity and Capability

- Information regarding project team’s past capability to meet schedules, meet budgets and meet project administration requirements.
- Resumes indicating Qualifications/competence of key personnel assigned to the project including professional background, education, certifications, and experience, including known subcontractors. Provide resumes of key staff and subcontractors
- Proposed time schedule for project

3. Evidence of Understanding Scope of Work

- Understanding of County needs and project elements/goals
- Technical Quality of the work plan approach and methodology
- Quality and Completeness of Proposal

4. Past Record of Performance

- Information on three (3) recent projects (within the past five years) preferably with public sector

entities and similar or larger in size and scope to this project. Include contact information. Information on these projects showing owners schedule compared to actual project schedule. Include contact information

- Explain your approach to how any project difficulties/issues are handled.

5. Cost Proposal

- Total Not-to-Exceed price exclusive of taxes and broken down by line item. Submit Cost Proposal within same shipping container but under separate sealed cover

The Offeror with the lowest cost (exclusive of taxes) will receive a total of 20 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Responsive Offer (\$)}}{\text{Higher Responsive Offer (\$)}} \times 150 = \text{Points Price Evaluation}$$

SUMMARY

Factor	Points Available
A Technical Specifications	
A(1) Specialized Technical Competence	250
A(2) Capacity And Capability	200
A(4) Evidence of Understanding	250
A(5) Past Record of Performance	150
A(6) Cost Proposal	150
TOTAL	1000 points
New Mexico Resident Business Preference	5 points
New Mexico Resident Veteran's Business Preference	10 points maximum
McKinley County Resident Business Preference	3.5 points maximum
TOTAL POSSIBLE POINTS WITH PREFERENCES	N/A
B Mandatory Submittals	
B(1) Letter Of Transmittal	Pass/Fail
B(2) Campaign Contribution Disclosure Form	Pass/Fail
B(3)	Pass/Fail
B(4)	Pass/Fail
C Mandatory Requirements	
C(1)	Pass/Fail
C(2)	Pass/Fail

Response to Mandatory Requirements: Pass/Fail only. The County reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

6.1.2 APPLICATION OF STATE OF NEW MEXICO RESIDENT BUSINESS OR RESIDENT VETERANS BUSINESS PREFERENCE, AND MCKINLEY COUNTY BUSINESS PREFERENCE

1. Pursuant to Section 13-1-21(C) (2), NMSA 1978, when a public body makes a purchase using a formal request for proposals process.
 - i. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran’s business may be awarded up to a (10) ten percent preference of the total possible points. A McKinley County Resident Business will be awarded an additional 3.5%
 - ii. The County’s RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the resident Veteran’s preference applied a maximum of 110 points are possible. With the McKinley County Business preference a total of 113.5 points are possible.

2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:
 Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

6.1.3 Best and Final Offers From Finalists

Qualified Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

6.2 PROPOSAL EVALUATION

1.2.1 Offerors submitting proposals may be afforded the opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

1.2.2 Shortlisting - A total of 100 points are possible. With application of State of New Mexico Resident Business preference, and up to 113.5 points with Application of the State of New Mexico Veterans Preferences per 13-1-21 NMSA 1978 and the McKinley County Local preference as per Ordinance No. JAN-12-002 As Amended in scoring each proposal. Offerors must include a copy of the New Mexico AND McKinley County preference certificate in their proposal to receive consideration for the preferences. The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents.

1.2.3 Scoring - A selection committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member may review scores and may make any changes. Scoring may take place over several rounds. Based upon the results of scoring, the committee will determine whether oral presentations will be conducted, whether to solicit Best and Final Offers from the top respondents, or both.

6.2.4 Oral Presentations - Oral Presentations will be conducted if a majority of the members present at the meeting determine whether they are in the best interest of the County.

Should the committee elect to conduct oral presentations, the top respondents may be interviewed. The Purchasing staff will coordinate the presentations with each interviewee as to the time, date and place the committee will conduct presentations and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. {A Maximum of 100 additional points may be awarded a firm based on Oral Presentation/Interviews. If Oral Presentations are not held, no additional points shall be awarded} OR { At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.} The County is under no obligation to conduct oral presentations with any Offeror.

Only the final combined summary committee score for each firm shall be available for public inspection after award of the contract. Any individual committee members score sheets and rankings shall remain confidential

SECTION 7 CONTRACT TERMS AND CONDITIONS

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2021 by and between _____ herein called Contractor and McKinley County, a local public body;

1. **SCOPE OF WORK:**
The Contractor shall provide **<INSERT SCOPE OF WORK HERE>**

2. **COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the County on a **<INSERT PAYMENT TERMS>** basis and County shall pay only the following charges for services performed:

3. **TERM:**
Subject to the parties executing this contract, the term of this Agreement shall be effective from **____, 2021 to _____, 2021** unless sooner terminated, and may be renewed as specified in Paragraph 21.

4. **TERMINATION:**
Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the COUNTY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, COUNTY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the County upon written notice delivered to the CONTRACTOR at least **<INSERT # OF DAYS, USUALLY NOT LESS THAN 7> days** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**
The Contractor and his agents and employees are independent contractors performing professional services for the County and are not employees of the County of McKinley. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of McKinley County as a result of this Agreement. Neither shall the County be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred during the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the County or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**
The contractor shall indemnify and hold harmless the County, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. SUBCONTRACTING:

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

9. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by McKinley County Finance Department, Personnel Department and the New Mexico Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

10. APPROPRIATIONS:

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

11. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, and McKinley County from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind McKinley County to any obligations not assumed herein by McKinley County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY:

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

13. CONFLICT OF INTEREST:

The Contractor warrants that it currently 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 this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process.

14. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. NOTICE OF PROCUREMENT CODE:

The State of New Mexico Procurement Statutes, 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. INSURANCE:

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to McKinley County with the County named as additional insured on the commercial liability policy. << (INSURANCE REQUIREMENTS CAN CHANGE, INSERT THOSE REQUIRED)>>

19. APPLICABLE LAW:

This Agreement shall be governed by the ordinances of McKinley County and the laws of the State of New Mexico.

20. ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

21. RENEWAL:

This contract shall auto-renew for up to three (3) additional one-year terms based on the same terms and conditions of this contract and the RFP.

22. WAIVER OF CONTRACTURAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

24. FORCE MAJEURE:

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion,

lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

25. COUNTERPARTS: <<IF ORIGINALS REQUIRED, DELETE THIS PARAGRAPH>>

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

26. AUTHORITY TO OBLIGATE:

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

27. NOTICE:

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

McKinley County: Procurement Manager
Hugo Cano
McKinley County
P.O. Box 70
Gallup, New Mexico 87305-0070

Project Contact for the County: TITLE
NAME
P.O. Box 70
Gallup, New Mexico 87305-0070

Provider: **<INSERT CONTRACTOR'S NAME & CONTACT INFORMATION>**

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of execution by the

County below.

CONTRACTOR:

CONTRACTOR: _____

SIGNED BY: _____ Date: _____

NAME AND TITLE

MCKINLEY COUNTY, NEW MEXICO

BY: _____ Date: _____
<INSERT NAME>

TITLE: _____

Attest:

County Clerk:

Date:

SECTION 8 PRICE /FEE PROPOSAL

Total Not-to-exceed price for services: Fee proposal to be broken down by line item and exclusive of taxes.

The Offeror with the lowest cost will receive a total of **150 points**. Each succeeding offer will receive a quota of points computed as follows:

Price Evaluation Formula

$$\frac{\text{Lowest Responsive Offer (\$)}}{\text{Higher Responsive Offer (\$)}} \times (\text{number of cost points}) = \text{Points}$$

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the COUNTY adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The Offeror further 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 County employee or former County employee have been followed.

NAME OF FIRM THAT WILL CONTRACT WITH THE COUNTY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc.)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter a contract with any state agency or local public body 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 (\$21 0) 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.

"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.

