

**REQUEST FOR PROPOSALS
RFP No. 2021-08**

**ON-CALL HVAC REPAIR AND MAINTENANCE SERVICES
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo is soliciting sealed proposals that specialize in “ON CALL HVAC REPAIR and MAINTENANCE SERVICES” based on the scope of work described below and in accordance with any federal, state and local requirements. It is the intent of the City of Alamogordo to execute and agreement with the most qualified Contactor(s) that present an economically viable proposal. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal.

B. Project Description/Scope of Work

Scope of work is to provide legal services related to water law and water rights in accordance with "Attachment No. 1".

C. Chief Procurement Officer

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

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

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

Name: Purchasing Department
Attn: Barbara Pyeatt, CPO
Reference: RFP 2021-08 On-Call HVAC Repair and Maintenance Services
Address: 2600 N Florida Ave.
Alamogordo, New Mexico 85310

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

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

II. Conditions Governing the Procurement

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	October 17, 2021
Deadline to submit Written Questions	Potential Offerors	November 2 nd , 2021
Addenda if necessary	City of Alamogordo	November 3 rd 2021
Submission Proposals	Potential Offerors	November 10 th 2021
Proposal Evaluation	Evaluation Committee	November 17 th 2021
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	November 30 th 2021

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Public Works Department, City of Alamogordo.

2. **Distribution List Response Due**

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT 3, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer.

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

3. **Pre-Proposal Conference**

A pre-proposal conference will not be held for this project.

4. **Deadline to Submit Written Questions**

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

5. **Response to Written Questions**

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

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

6. **Submission of Proposal**

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

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the

package to clearly indicate that they are in response to the RFP 2021-08 ON-CALL HVAC REPAIR AND MAINTENANCE SERVICES. Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

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

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

7. Proposal Evaluation

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

8. Oral Presentations

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

9. Contract Awards

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

10. Protest Deadline

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

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

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

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

3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Offerers

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

5. Amended Proposals

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

6. Offerors Rights to Withdraw Proposal

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

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

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

8. No Obligation

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

9. Termination

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

10. Sufficient Appropriation

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

11. Legal Review

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

12. Governing Law

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

13. Basis for Proposal

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

14. Contract Terms and Conditions

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

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

15. Offerors Terms and Conditions

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

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

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

19. Change in Representatives

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

20. Notice - Bribery and Kickbacks

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

21. City of Alamogordo Rights

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

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

22. Right to Publish

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

23. Ownership of Proposals

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

24. Confidentiality

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

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment 2) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

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

30. Award of Contract

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

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

31. Fees

A lump sum/standard hourly rate with maximum fee for the project will be per Cost Schedule (Attachment No. 1). The City of Alamogordo's standard agreement for Services is attached for reference.

32. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

33. INSURANCE REQUIREMENTS –

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

Standard Insurance	Limits Not Less Than
Commercial and General Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker’s Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor’s occupation / profession.	As required by Law
Specialized Insurance	
Professional Liability	\$1,000,000
Malpractice/liability Insurance	\$1,000,000

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

Proposal Organization

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

- A maximum of **FIFTEEN (15)** pages of 8.5“ by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran’s Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).

- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
 2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment 2 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFP 2021-06 Water & Wastewater Analytical Testing Services**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

IV. EVALUATION

A. CRITERIA

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

1. Technical Competence (25 points)

Firm and personnel's experience in providing similar information and services relative to the requirements described in Attachment No. 1.

2. Capacity and Capability (20 points)

Firm's capacity and capability to provide the information and services in a timely manner.

3. Past Record of Performance (10 points)

Firm's past performance on similar project assignments. As part of their response, firms **must** provide a list of four references with names and phone numbers.

4. Approach to Providing the Services (10 points)

Firm should describe their approach to providing and managing the anticipated services.

5. Personnel Qualifications (10 points)

The key personnel who will be assigned to the project should be identified and summaries of their experience given.

6. Pricing (25 points)

Provide Cost Schedule in accordance with Section II, C Paragraph 31 also included per Attachment No. 1

The evaluation of each Offeror’s Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror’s All-In Cost}} \times 25 = \text{Awarded Points}$$

TOTAL AVAILABLE POINTS = 100

Additional Preference Award Points Available

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

Resident Veterans Preference Certification, (Certificate Required)

Available Points = 10 Percent of total Points

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

New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

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

Local Business Preference, (Certificate Required)

Available Points = 10 Percent of total Points

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

B. EVALUATION PROCESS:

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

BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE

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

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

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

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

RESIDENT VETERANS PREFERENCE CERTIFICATION

In accordance with Sections 13- 1-21 and 13-1- 22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 10 additional points (100 X 10%). This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must

include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

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

IN-STATE PREFERENCE (RESIDENT BUSINESS)

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

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

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

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

ATTACHMENT 1

DESCRIPTION OF ON-CALL HVAC MAINTENANCE and REPAIR SERVICES

City of Alamogordo is seeking a Contractor(s) to perform HVAC maintenance, repair services, or emergency services for the facilities and installation of new. HVAC services may be required at all City of Alamogordo facilities as requested by the Department of Facilities Maintenance. Typical services performed under this contract may include new installation, scheduled repair service and general maintenance. Additional services performed may include emergency service calls for repairs on an as needed basis.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace plumbing issues at any and all locations, to original design specifications or conditions acceptable to City of Alamogordo. The Contractor(s) will perform all required administration, management and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the City of Alamogordo Facilities Maintenance Department personnel as applicable to the location of the work.

This RFP and the specifications that follow are being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects specifically for the Department of Facilities Maintenance facilities, and possibly throughout the City. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this RFP are based upon future needs of the City and are pending allocation of funds and approval of award by City. The City reserves the right to authorize/order services and/or materials as may be required during the Contract period and also, reserves the right to not authorize/order any services and/or materials.

These services are to be performed principally for the Department of Facilities Maintenance; however additional services may be requested by other Departments within the City.

The City may require “project quotes” for any and all work required under this contract at its sole discretion. The City reserves the right to award the task/project to the Contractor offering the most favorable quote (as determined by the City). It is important to note that the most favorable quote may not be the one offering the lowest price. The City may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

- a. For **non-emergency work**, the Contractor(s) must physically report to the work site within one (1) week of written notification from the City’s Department of Facility Maintenance, hereinafter Facility Maintenance Manager (FM), to complete a written quotation based on the contract

pricing of the work to be performed. The FM shall review the written quotation of work to be performed and determine that the work specified aligns with the work that is needed to be completed. All materials and sources of supply incorporated in the work must be approved by the FM prior to use on each job. Materials incorporated in the work that have not received prior approval by the FM shall be the Contractor's expense and not paid for by the City. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the FM, (TBD).

- b. For **Emergency work** the Contractor(s) must physically report to the work site within twenty-four (24) hours of verbal notification from the City's FM to complete any necessary emergency repair work needed to secure/alleviate emergency. All materials and sources of supply incorporated in the work must be approved by the FM f o r use on each job. Materials incorporated in the work that have not received approval by the FM shall be the Contractor's expense and not paid for by the City. Contractor will provide the FM with a quote if additional work should be completed after the emergency service call is completed. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the FM.
- c. If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the FM for approval prior to proceeding with any additional work. The City shall not pay for additional work that the Contractor performs without the City's approval.
- d. Due to certain locations within the City, employees must have the ability to pass a background check and work unsupervised.
- e. Guarantee – when applicable the contractor shall furnish a two-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of the two-year period are specified by the manufacturer, these guarantees shall take precedence over the two-year period guarantee. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.
- f. The contractor shall include an hourly price rate and overtime rate for “on-call service” to perform repairs on the equipment or systems.
- g. The contractor shall provide a price for a percentage of mark up of materials. The manufacturer's/suppliers invoice shall be attached to any bill submitted for materials.

City Buildings and Locations

- 1) City Hall 1376 E 9th Street
 - 2) Green Storage Tank 4640 N Florida Ave.
 - 3) Civic Center 800 E First Street
 - 4) Monte Vista Cemetery 1590 E 1st Street
 - 5) Senior Center 2201 Puerto Rico Avenue
 - 6) Library 920 Oregon Avenue
 - 7) Alamogordo Family Rec Ctr 1100 Oregon Avenue
 - 8) Airport 3500 Airport Road
 - 9) Alameda Park Zoo 1321 N. White Sands Blvd
 - 10) Police Department 700 Virginia Avenue
 - 11) Animal Control 2910 N Florida Avenue
 - 12) Police Training Center 1157 26th Street
 - 13) Central Fire Station (#1) 619 Texas Avenue
 - 14) Fire Station #2 2101 S Walker
 - 15) Fire Station #3 3500 Airport Road
 - 16) Fire Station #4 3310 E Tenth St.
 - 17) Fire Station #5 1492 S. Florida Avenue
 - 18) Fire Station #6 3100 N. Florida Avenue
 - 19) Fire Station #7 2010 Oregon Avenue
 - 20) Water Treatment Plant 42 Valley View Road
 - 21) Wastewater Treatment Plant 3290 Airport Road
 - 22) Golf Course 2351 Hamilton Road
 - 23) Golf Course Maint. 150 Desert Lakes Road
 - 24) Maintenance Yard 2600 N. Florida Avenue
- Purchasing Office
Central Receiving Warehouse
Public Works Admin
Fleet
Parks Maintenance
Water Shop
Facility Maintenance

COST SCHEDULE

ITEM NO.	ITEMS	UNIT	UNIT BID PRICE
001	HVAC Materials Cost Markup	Markup %	% _____
002	HVAC Labor - Regular	HOUR	\$ _____
003	HVAC Labor - Overtime	HOUR	\$ _____
004		HOUR	\$ _____
005		HOUR	\$ _____
006		HOUR	\$ _____
007		HOUR	\$ _____

(Name of Firm)

(Print Name)

(Signature)

Note: You may add additional pay categories you expect to use on this contract.

ATTACHMENT 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

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

The following definitions apply:

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

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

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

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

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

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

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal

because that person qualifies for a sole source or a small purchase contract. **“Representative of a Prospective Contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s): _____
Nature of Contribution(s): _____
Purpose of Contributions(s): _____

Signature Date

Title

--OR--

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

Signature Date

ATTACHMENT 3

RFP 2021-08 On-Call HVAC Repair and Maintenance Services

ACKNOWLEDGMENT OF RECEIPT FORM

**REQUEST FOR PROPOSALS
Proposal Based**

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

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

COMPANY: _____

REPRESENTED BY: _____

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

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

ADDRESS: _____

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

SIGNATURE: _____ **DATE:** _____

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

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

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

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

ATTACHMENT 4

DRAFT COPY

ON-CALL HVAC REPAIR AND MAINTENANCE SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____ 2021, by and between the City of Alamogordo, a New Mexico municipal corporation (“City”), and _____, a New Mexico corporation (“Contractor”).

WHEREAS, the City seeks to establish a HVAC Services Contractor on-call to perform various water well services (the “Work”) on an "as needed" basis as described in RFP 2021-08; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise, experience and ability to perform the Work; and

WHEREAS, the City has selected Contractor as the HVAC Services Contractor on-call to perform Work on an as needed basis.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City's representative responsible for authorizing and approving the Work performed under this Agreement shall be the Director of Public Works (“Director”), provided, however, that the City may, at its sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

2. When the need for Work arises, the Director will notify the Contractor to provide the requested Work. Upon notification by the City of the need for Work, the Contractor shall deliver, in writing or by fax, a signed quote indicating:

a. Contractor's availability to perform the Work requested;

b. The not-to-exceed prices (based on the Contractor’s schedule of fees submitted in response to RFP 2021-08) to perform the Work attached hereto as Attachment No. 1; and

c. The estimated time for performance of the Work.

If directed to perform the Work, a Task Order will be executed by the Contractor, which shall incorporate by reference all applicable provisions of this Agreement and the Contractor’s quote. Once the Contractor accepts a Task Order, the Contractor is obligated to perform the Work specified in the Task Order. This Agreement does not guarantee that the City will provide any Work to the Contractor or any particular amount of Work.

3. Contractor shall be responsible for:

a. The performance of the Work for the compensation specified in the Task Order, such compensation intended to cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance, and the manner and time specified in the Task Order; and also including those arising from actions of the elements,

unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

b. The professional quality, technical accuracy and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work;

c. Unless otherwise specified in the Task Order, to provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction, and services for the proper execution and completion of the Work; and

d. To maintain all records pertaining to costs incurred and making such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three years from the date of final payment hereunder.

4. Contractor shall notify the Director when the Work is completed and they are vacating the job site. All Work shall be done to the satisfaction and approval of the City, who shall be the sole judge of the work and materials in respect of both quality and quantity, and the City's decision with regard to Work or materials, or as to the meaning and intention of this Agreement, or any part or parts thereof, shall be binding and final upon the Contractor.

5. Contractor represents that it has the skill and expertise and the necessary personnel and equipment in order to perform the Work and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency. Unless otherwise specified, all material and equipment provided shall be new and in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

6. City shall pay Contractor, as full compensation for all services to be provided hereunder, in accordance with the Contractor's schedule of fees attached hereto as Attachment No. 1. Payment shall be made after the Work is satisfactorily completed and inspected, and upon the receipt and acceptance of a detailed, certified payment invoice. Payment will be made to the Contractor's designated mailing address.

7. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor. The term of this Agreement is from _____, 2021 to _____, 2022, unless terminated sooner by the City as provided herein. The agreement may be extended annually upon approval of both parties. The term of this Agreement, including all extensions, shall not exceed four calendar years.

8. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve the Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such subcontract all of the terms and conditions of this Agreement and make subcontractor subject thereto.

9. City shall have the right to terminate this Agreement at any time should the City determine such termination to be in the best interests of the City. In the event of such termination, the Contractor shall be compensated in accordance with the terms of the Agreement for all services

performed to the date of such termination, plus any retention and approved costs. All drawings and documents prepared by Contractor shall become the property of City.

10. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

11. The Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees, and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the Work.

12. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or Subcontractors.

a. **Hold Harmless and Indemnification:** The Contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor, its agents, employees, or any third parties on account of bodily or personal injuries, death, or damage to property arising out of services or Work performed or omissions of work or in any way resulting from the acts, negligent or otherwise, or omissions of the Contractor, its agents, employees, assigns, and/or Subcontractors under this Contract.

b. **Contractor's Insurance:** Insurance required under all sections herein shall be in effect for the duration of the Contract. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of New Mexico. No Contractor or Subcontractor shall commence Work under this Contract until all required insurance has been obtained. During the term of this Contract, the Contractor shall, not less than thirty (30) days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the City a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these Contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without thirty (30) days' written notice by certified mail to the Contractor and the City. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

c. The Contractor shall carry Workers' Compensation Insurance. Such Workers' Compensation Insurance shall protect the Contractor from claims made by its own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance. If Contractor fails to comply with the

Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

d. The Contractor shall carry Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products, and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability:

\$1,000,000 per occurrence; aggregate limit of \$2,000,000

The Commercial General Liability Insurance and Automobile Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the Work under this Contract, or operations incidental thereto, whether such Work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or the Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not less than one (1) year after final payment or anytime the Contractor goes on to the location of the project.

i. The Contractor's liability insurance policies shall list the City of Alamogordo as an additional insured. The City of Alamogordo includes its officers, elected and appointed officials, and employees. Should the Contractor not be able list the City as an additional insured, the Contractor shall purchase a per-occurrence City's/Contractor's Protective policy with the City of Alamogordo as the insured party in the same occurrence and aggregate limits as those indicated above for the Contractor's Commercial General Liability Insurance policy.

ii. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading, or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

iii. The Contractor's insurance coverage shall be PRIMARY insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

13. Equal Employment Opportunity. All hiring and other employment practices shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

14. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

15. 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. This Agreement incorporates all of the conditions, agreements, and

understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

16. In the event of litigation or arbitration concerning the Contract, venue shall be the Thirteenth Judicial District in and for the City of Otero, New Mexico, and the Contract shall be interpreted according to the laws of New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

By: _____

NM Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney