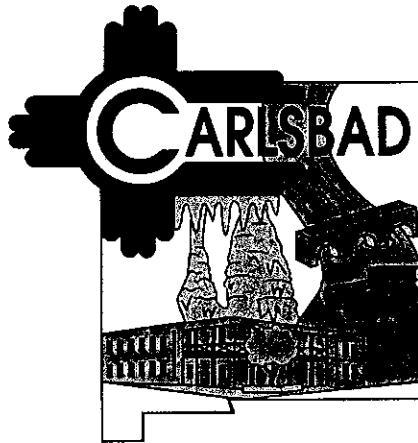


City of Carlsbad

REQUEST FOR PROPOSALS (RFP)

RFP Title: On-Call Water Well Services

Code Classification: 91063



RFP# 2017-25

Release Date: October 13, 2017

Due Date: November 10, 2017

Time: No Later than 5:00 p.m. Mountain Time

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a highly qualified company to provide On-Call Water Well Services for the City of Carlsbad Water Department. The selected contractor will be offered a (4) four year contract for the provision of these services.

B. SCOPE OF WORK and DELIVERABLES

SCOPE OF WORK FOR RFP

CITY OF CARLSBAD

A. The contractor is to perform preventive maintenance and emergency repairs on City wells and booster pumps in a timely manner. Work includes but is not limited to: pulling and repairing pumps as required; reinstalling well pumps on City of Carlsbad municipal wells and Double Eagle wells under existing conditions; replacing electric pump motors; and reconditioning and/or treating wells.

1. Possible Work Sites – Wells and Booster Locations
2. There are nine (9) active wells within the City of Carlsbad Water System and twenty three (24) active wells within the Double Eagle Water System. Depths range to over 1000 feet, well casings range from three (3) inches to twenty four (24) inches, column pipes range from one (1) inch to twelve (12) inches, mostly twenty (20) foot sections. Pumps are between 200 feet to 800 feet. There are thirty two (32) submersible pumps within the system.

B. In addition to the responsibilities outlined, the contractor shall:

1. Take full responsibility for using equipment of the proper size for the job to be performed.
2. Take full responsibility for recovery, repair or replacement of any City-owned equipment damaged or lost due to the contractor's negligence or failure of their equipment.
3. Provide a detailed evaluation.

C. Warranty - Parts and workmanship will be guaranteed on a pro-rated basis for three (3) years from the date of the completion of the project. The pro-rated warranty would apply on the following basis:

1. First year after installation – 100% warranty on parts and installation.
2. Second year after installation – 75% warranty on installation.
3. Third year after installation – 50% warranty on installation.

D. Response Times - The contractor has 2 hours to respond by phone and 24 hours from notification to respond to physically to the site for a request for emergency maintenance, and five working days for non-emergency. The City's determination is final on declaring a repair or maintenance call an emergency. If an emergency occurs during a holiday / weekend, normal line item costs apply.

E. Mobilization / Mileage - Mobilization charges shall be included in unit prices. No separate charges for mobilization or mileage will be allowed under these

specifications. Parts and supply pickup and delivery costs shall be included in unit prices listed.

F. Repair Parts and Supplies - The City shall reimburse the contractor for costs incurred for parts and supplies not otherwise covered in these specifications, which are required for complete repair of the pumps, wells, and / or gear heads subject to the following conditions:

1. No less than 10% discount off manufacturer's published price list (the City does not allow for a "cost plus" contract).
2. If the parts are available from another supplier at a lower price (minimum 10% less), the City will pay only the lowest cost.
3. The City must preauthorize all repair parts and supplies. Freight, taxes, and any other charges shall be included in the cost. Reminder: include delivery costs of parts and supplies to the site in the unit prices.
4. Labor is taxed at current applicable tax rate, and materials are taxed at the same rate if used on construction.

G. Daily Reports - The contractor shall keep a daily report that will be signed by a representative of the City at the close of each day. For labor, chargeable hourly, that is performed in the contractor's shop, a mutually acceptable method of shop labor verification shall be adopted prior to the labor being performed. A copy of the work order showing the type of pump and motor including serial numbers, column pipe pulled, and an estimate on shop labor for repairs must be supplied daily by the contractor.

H. Additional Specifications

1. Pull and Install Column Pipe
 - a. This item covers removal and reinstallation of the electric motor or gear head, removal of the column piping, oil tubing, shaft and bowls and resetting the electric motor or gear head. The well will be sounded whenever a well is completely pulled.
 - b. Payment will be the unit price times the sum of the linear foot pulled and the linear foot installed for quantities greater than eighty (80) feet.
 - c. The unit price to pull pumps applies under normal circumstances when pump is not broken apart.
2. Shop Labor
 - a. Shop labor is labor required for disassembly, assembly, cleaning and checking shaft, oil tubing, bearings, bowls, gear heads and column pipes, and other labor of similar nature. Price includes cleaning fluids, oil, rags, and other items normally associated with this type of labor.
 - b. Contractor shall provide an estimate of hours and must have approval prior to starting work. City has the right to verify hours needed.
 - c. Payment will be the unit price times the number of hours charged.
3. Machine Shop Labor

- a. Machine shop labor is labor required for operation of lathes, drill presses, mills or similar machine shop equipment. Price includes oils, rags, and other items normally associated with this type of labor. Excluded are unit price machine work items included in this specification.
- b. Contractor shall provide an estimate of hours and must have approval prior to starting work. City has the right to verify hours needed.
- c. Payment will be the unit price times the number of machine shop hours charged.

4. Welding Labor

- a. Welding labor is labor required for welding, arc, acetylene, or other, as may be necessary for complete maintenance and repair of the wells. The unit price includes oxygen, acetylene, fuel, rods, and all other items necessary for welding.
- b. Field welding is defined as welding performed at the well sites.
- c. Shop welding is welding performed in the shop.
- d. Contractor shall provide an estimate of hours and must have approval prior to starting work. City has the right to verify hours needed.
- e. Payment will be unit price bid times the number of welding labor hours charged.

5. Face Oil Tubing

- a. Face oil tubing is the machine work required to face oil tubing.
- b. Payment will be the unit price bid times the number of oil tubing ends faced. No hourly rate will be allowed for this item.

6. Well Cleanout

- a. This item includes bailing, swabbing, and other such work involved in restoring the well to its original depth and in cleaning perforations. The contractor shall have the capability of performing well cleanout on the City wells with brick pump houses in place through an access hatch. Bidders are encouraged to visit well to determine their equipment's capability to perform required services(call 575-885-6313 for an escort).
- b. Payments shall be the unit price bid times the number of hours charged.

7. Service Charges

- a. Where well or pump service work is required and is not covered by other items in these specifications, the contractor shall provide the equipment, services, and crewmen necessary for complete service work. Extra equipment, tools, and services other than standard well service equipment that are required for approved service and repairs, such as fishing tools, will be furnished by the contractor.
- b. Payment shall be the unit price bid times the number of hours charged.
- c. On some of the pumps to be pulled and replaced, the well house is constructed such that a crane must be used. The contractor will furnish the crane and crane operator. Contractor shall supply crewmen and equipment to work on the well.
- d. Payment will be the unit price bid times the number of hours charged when furnished by the contractor.

8. Standby Time

- a. Standby time is time that equipment and crewmen are delayed in performing maintenance of service work due to a request or action by the owner. Standby time shall not be allowed when delays are for the convenience of the contractor or due to his inaction.
- b. Payment shall be at unit price times hours charged. Hourly rate shall not begin until contractor is on-site.

9. Corrosion Treatment

- a. The contractor may be required to treat severely encrusted wells with chemicals such as acid, salt or chlorine or by blasting (sonar jet). The City shall approve the amounts and sequence. Surging and bailing will be paid for under Section 3.0 "Well Clean Out" of the Cost Matrix on page 10.
- b. Payment for sonar jetting will be paid on the unit cost for the service.

10. TV Inspection

- a. The contractor may be required to perform a TV survey of a well. The TV survey includes furnishing clear, digital video recording of the casing and screen from the ground surface to the bottom of the well, and assistance in interpreting the video recording.
- b. Payment shall be made in the amount of the bid price for setup and complete well video-recorded for the initial TV survey. Payment for subsequent TV surveys for the same maintenance project shall be made in the amount of the bid price for that service.

11. Materials

- a. All materials used must meet appropriate standards as identified in ANSI/AWWA E101, latest revision.
- b. All column pipes shall have a wall thickness of 0.277 inches.

12. Bowl Assemblies

- a. The contractor will furnish either standard bowl assemblies with bronze bushings and 416 SS shaft, or bowl assemblies with hard chrome shaft with rubber bushings.
- b. Peerless Pump or equivalent as approved by City.
- c. The City reserves the right to supply the pump for any project.

13. Well Efficiency Tests

- a. Well efficiency tests may be needed periodically. These tests will include determining the pump efficiency, motor efficiency, and overall wire to water efficiency, and reporting these and all data used to calculate them.
- b. Payment for efficiency test is based on the number of wells tested multiplied by the unit price for this service.
- c. The City only requires wire to water efficiency.

14. All repair work/additions/modifications shall comply with all applicable

AWWA/NMED/EPA/State of New Mexico standards or requirements.

15. Contractor will be able to perform well bore deviation survey and provide report to City.

C. PROCUREMENT MANAGER

1. The City of Carlsbad has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Matt Fletcher, CCPO, Procurement Manager
Address: 101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

Telephone: (575) 234-7905

Email: msfletcher@cityofcarlsbadnm.com

Website: <http://www.cityofcarlsbadnm.com/purchasing.cfm>

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.
3. Proposals may be submitted via UPS or FedEx to the following address:

City of Carlsbad Purchasing Manager
101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

Or via US Postal Service to:

City of Carlsbad Purchasing Manager, Room 114
PO Box 1569
Carlsbad, NM 88221-1569

D. DEFINITION OF TERMINOLOGY

This section contains standard definitions and terms that may be used throughout this procurement document, including appropriate abbreviations:

"Agency" means the City of Carlsbad Municipal Government

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in effect at that time.

"Confidential" means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

"Contract" means any agreement for the procurement of items of tangible personal property, professional services, non-professional services or construction.

"Contractor" means any business having a contract with a local public body.

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"Electronic Version/Copy" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

"Finalist" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"IT" means Information Technology.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means any person or designee authorized by the local public body to enter into or administer contracts and make written determinations with respect thereto.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Redacted" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

"Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror 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, or items of tangible personal property described in the proposal.

"Responsive Offer" or means an offer 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.

"Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

"Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.)

"Unredacted" means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

"Written" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. Any addenda posted in regards to this solicitation will be provided in the procurement library at the following email address:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Important Dates
1. Issue RFP	Procurement Manager	October 13, 2017
2. Distribution List	Agency	October 13, 2017
3. Pre-Proposal Conference	Agency	Not Scheduled
4. Deadline to submit Questions	Potential Offerors	November 3, 2017
5. Response to Written Questions	Procurement Manager	November 8, 2017
6. Submission of Proposal	Potential Offerors	November 10, 2017
7. Proposal Evaluation	Evaluation Committee	November 13-17, 2017
8. Selection of Finalist	Evaluation Committee	November 17, 2017
9. Award Recommendation	Procurement Manager	November 22, 2017
10. City Council Award Approval	City Council	November 28, 2017
11. Award Announcement	Procurement Manager	November 29, 2017
12. Protest Deadline	Procurement Manager	Award Date + 15 days
13. Contract Negotiations	City Attorney	TBD
14. Approval of Final Contract	City Council	TBD

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the City of Carlsbad.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, 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 Procurement Manager by 5:00 P.M. Mountain Time on or before **November 3, 2017.**

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 Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference __ will X will not be held as indicated in the sequence of events.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **November 3, 2017 by 5:00 P.M.** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON November 10, 2017.** 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 Procurement Manager at the address listed in Section I, Paragraph C3. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP 2017-25.** *Proposals submitted by facsimile, or other electronic means, will not be accepted.*

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation 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 Procurement Manager 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. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist as per schedule Section II. A., Sequence of Events or as soon as possible.

Best and Final Offers Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

Oral Presentations, if necessary, by 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 Evaluation Committee and Procurement Manager.

9. Award Recommendation

Once the Evaluation Committee has finalized their selection, the Procurement Manager will prepare an award recommendation to be presented to the Carlsbad City Council at their regular scheduled meeting.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City of Carlsbad, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

10. City Council Approval

Final approval of the award is at the discretion of the Carlsbad City Council.

11. Award Announcement

Upon approval by the City Council, the Procurement Manager will send written notice of award to all participating parties along with a scoring summary for each proposal received. Award will also be published on the City of Carlsbad website.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Procurement Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number.

It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to:

City of Carlsbad Procurement Manager
101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

**** Protests received after the deadline will not be accepted.**

13. Contract Negotiations

Once the award of the RFP has been approved by the City Council, the City and the selected contractor will enter into contract negotiations based on the scope of work and deliverables detailed in the RFP as well as the cost proposal. The contract will be drafted by the City Attorney. If both parties come to terms, the contract will be brought before the Carlsbad City Council for approval at the earliest possible meeting.

14. Approval of Final Contract

The final draft of the negotiated contract will be brought before the City Council for approval.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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 City personnel will not merge, collate, or assemble proposal materials.

6. Offeror's 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 Procurement Manager and signed by the Offeror's 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. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. 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 Procurement Manager 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:
- B. 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.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: 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, the Procurement Manager shall examine the Offeror's 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.

9. No Obligation

This RFP in no manner obligates the City of Carlsbad or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Purchase Terms and Conditions

The terms and conditions of the purchase, as defined in the RFP, shall constitute a binding agreement between the offeror and the City of Carlsbad.

The Agency discourages exceptions from specifications, terms and conditions as set forth in the RFP. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative offer. The Agency may or may not accept the alternative offer. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate offer.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions.

17. Negotiations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation 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 Evaluation 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 NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee 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 Evaluation Committee and contingent upon the approval of the Procurement Officer.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency 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 Offeror's proposal or removal from the contract.

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. 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).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for an elected official or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

30. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and

required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City Procurement Manager or other recognized City Official, may terminate the involved contract for cause. Still further the Procurement Manager or authorized City Representative may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager or authorized City Representative.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit four (4) copies of their proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – Four (4) HARD COPIES, containing ONLY the Technical Proposal;

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, containing ONLY the Cost Proposal. Cost Proposal shall be in separate labeled binders from the Technical Proposals.

The original, hard copy and copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis at the discretion of the Evaluation Committee with the approval of the Procurement Manager.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Within each section of the proposal, Offerors should address the items in the order provided below.

All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in **Binder #2 on the cost response form**.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

A. Signed Letter of Transmittal

- The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX E**. The form must be completed and must be signed by the person authorized to obligate the company.

B. Table of Contents

C. Proposal Summary (Optional)

D. Offeror Experience and Qualifications

Offerors **must**:

- a) provide a description of relevant corporate experience with state, county or local government and private sector in the provision of the services being requested in this RFP. The narrative **must** thoroughly describe how the Offeror has supplied similar services and must include the extent of their experience, expertise and knowledge. All similar services provided to private sector will also be considered;

- b) indicate how many similar jobs have been performed of the type requested in the RFP in the last two years and what percentage of business revenue is derived from this type of service;
- c) provide evidence of proper licensing to perform the work requested.

E. Organizational References

- Offerors should provide a minimum of three (3) references from customers receiving the type of service being sought in the RFP within the last 3 years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list.**

The Evaluation Committee and/or Procurement Manager may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein) in its evaluation of Offeror responsibility per Section II, Para C.18.

F. Response to Mandatory Specifications

- Offerors should address how they plan to meet each deliverable as detailed in the Scope of Work **Section I. (B)**

G. Signed Campaign Contribution Form

- The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. **(See APPENDIX B)**

H. New Mexico Resident Business or Veteran's Business Preference Certification

- To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form **(APPENDIX G)** must accompany any Offer and any business wishing to receive the preference must complete and sign the form. (If applicable)

I. Other Supporting Material (If applicable)

J. Cost Proposal (Binder 2):

- Offerors must complete the Cost Response Form in **APPENDIX D.**

IV. PROJECT SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each deliverable provided in **Section 1 (B), Scope of Work**, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. EVALUATION CRITERIA

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. They may be found in Section IV (A-D)

Factors	Points Available
Each Offer will be evaluated by the following categories from Section III C. and assigned a point value for each category for a total possible score of 100 points.	Points must be assigned and defined for all factors (must total 100% of available points)
III.C (D) Organizational Experience/Qualifications	30
III.C (E) Organizational References	10
III C (F) Ability to Perform Required Work and Meet Timeline Expectations	30
Business Specifications	
III Financial Stability	Not Applicable
n/a Performance Surety Bond	Not Applicable
III C (A). Letter Of Transmittal	Pass/Fail
III C (G) Signed Campaign Contribution Disclosure Form	Pass/Fail
III C (J) Cost	30
TOTAL	100
III C.(H). New Mexico Preference - Resident Vendor Points per Section V B. 7	5
III C.(H) New Mexico Preference - Resident Veterans Points per Section V B.7	Varies

Table 1: Evaluation Point Summary

Oral Presentations (If Requested)

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

B. EVALUATION FACTORS

1. Organizational Experience and Qualifications (See Section III D)

- Points may be awarded, based on, but not limited to, proper licensing of the contractor, adequate equipment to perform the work, the offerors number of years of experience, quality of offerors experience relative to the scope of work, number of similar contracts cited and the level of success achieved with those projects.
(30 Points)

2. Organizational References (See Table 1)

- Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response. Lack of a response will be awarded zero (0) points. (10 points)

3. Ability to Perform Required Work and Meet Timeline Expectations (See Section I (B))

- Points will be awarded to each offeror based on qualifications and ability to meet the contract expectations provided in Section I (B). For example: Fully qualified offerors would receive the full 30 points. Less qualified firms will receive a pro-rated score based on qualifications and capability to meet the contract requirements. Distance from potential work sites will be taken into consideration of the response time. (30 Points)

4. Letter of Transmittal (See Table 1)

- Pass/Fail only. No points assigned.

5. Campaign Contribution Disclosure Form (See Table 1)

- Pass/Fail only. No points assigned.

6. Cost (See Table 1) (30 Points)

- The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

7. New Mexico Preferences

- Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offeror with the highest score will be selected as the finalist Offeror, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the City taking into consideration the evaluation factors in Section V will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
REQUEST FOR PROPOSAL

RFP 2017-25
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than . Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

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 Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Matt Fletcher, Procurement Manager
RFP 2017-25, On-Call Water Well Services
PO Box 1569, 101 N. Halagueno St., Rm 114
Carlsbad, NM 88221
Fax: 575-885-9871
E-mail: msfletcher@cityofcarlsbadnm.com

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, 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 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.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—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

Title (Position)

APPENDIX D

COST RESPONSE FORM

On-Call Water Well Services

Pull and Install Column Pipe	\$ _____	(Unit Price)
Shop Labor	\$ _____	(Hourly Rate)
Machine Shop Labor	\$ _____	(Hourly Rate)
Welding Labor (Field)	\$ _____	(Hourly Rate)
Welding Labor (Shop)	\$ _____	(Hourly Rate)
Face Oil Tubing	\$ _____	(Unit Price)
Well Cleanout	\$ _____	(Hourly Rate)
Service Charges	\$ _____	(Hourly Rate)
Standby Time	\$ _____	(Hourly Rate)
Corrosion Treatment	\$ _____	(Unit Price)
TV Inspection	\$ _____	(Unit Price)
Materials Discount	_____	% Percent off of list price { See F (1-2) }
Bowl Assemblies	\$ _____	(Unit Price)
Well Efficiency Tests	\$ _____	(Unit Price)

Additional Cost (if applicable) \$ _____

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL
RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions
Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained
in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Carlsbad, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The form and information provided will be included as part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

APPENDIX F
RFP # 2017-25
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Type of Service Provided	
Date of Service	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this company's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's ability to meet project deadlines in a timely manner?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
4. What is your level of satisfaction would you rate the vendors ability to respond to requests for service in a timely manner?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
5. How would you rate the vendors ability to handle after sale product support and warranty issues if needed?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
6. How satisfied are you with the customer service provided by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
7. With which aspect(s) of this vendor's service are you most satisfied?
COMMENTS:
8. With which aspect(s) of this vendor's service are you least satisfied?
COMMENTS:
9. Would you recommend this vendor to your organization again?
COMMENTS:

****Thank you for taking to time to respond to this questionnaire !**

APPENDIX G

RESIDENT BUSINESS CERTIFICATION

New Mexico Resident Business Preference

The State of New Mexico Procurement Code mandates a New Mexico Resident Business Preference on all bids and request for proposals (RFP).

Qualified resident businesses will be given a 5% preference on all bids. When bids are evaluated, New Mexico Businesses registered with the Department of Taxation and Revenue, will have its bid reduced by a factor of 5%.

Qualified resident businesses will be given a 5% preference on all RFP's. When proposals are evaluated, New Mexico resident businesses that are registered with the Department of Taxation and Revenue, will receive an additional points equivalent to 5% of the total points possible for award.

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans and contractors will have to obtain a preference number with the NM Department of Taxation & Revenue. For additional information please call 505-827-0951.

Qualifications

A. To receive a **resident business preference** pursuant to Section 13-1-21 NMSA 1978 or a **resident contractor preference** pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid **resident** business certificate or valid **resident** contractor certificate issued by the taxation and revenue department.

B. An application for a **resident** business certificate shall include an affidavit from a certified public accountant setting forth that the business is licensed to do business in this state and that:

(1) the business has paid property taxes or rent on real property in the state and paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit;

(2) if the business is a new business, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the business is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the business either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the business is a previously certified business or was eligible for certification, the business has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same commercial enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

C. An application for a **resident** contractor certificate shall include an affidavit from a certified public accountant setting forth that the contractor is currently licensed as a contractor in this state and that:

(1) the contractor has:

(a) registered with the state at least one vehicle; and

(b) in each of the five years immediately preceding the submission of the affidavit: 1) paid property taxes or rent on real property in the state and paid at least one other tax administered by the state; and 2) paid unemployment insurance on at least three full-time employees who are **residents** of the state; provided that if a contractor is a legacy contractor, the requirement of at least three full-time employees who are **residents** of the state is waived;

(2) if the contractor is a new contractor, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the five years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the contractor is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the contractor either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the contractor is a previously certified contractor or was eligible for certification, the contractor has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

D. The taxation and revenue department shall prescribe the form and content of the application and required affidavit. The taxation and revenue department shall examine the application and affidavit and, if necessary, may seek additional information to ensure that the business or contractor is eligible to receive the certificate pursuant to the provisions of this section. If the taxation and revenue department determines that an applicant is eligible, the department shall issue a certificate pursuant to the provisions of this section. If the taxation and revenue department determines that the applicant is not eligible, the department shall issue notification within thirty days. If no notification is provided by the department, the certificate is deemed approved. A certificate is valid for three years from the date of its issuance; provided that if there is a change of ownership of more than fifty percent, a **resident** business or **resident** contractor shall reapply for a certificate.

E. A business or contractor whose application for a certificate is denied has fifteen days from the date of the taxation and revenue department's decision to file an objection with the taxation and revenue department. The person filing the objection shall submit evidence to support the objection. The taxation and revenue department shall review the evidence and issue a decision within fifteen days of the filing of the objection.

F. If, following a hearing and an opportunity to be heard, the taxation and revenue department finds that a business or contractor provided false information to the taxation and revenue department in order to obtain a certificate or that a business or contractor used a certificate to obtain a **resident** business or **resident** contractor **preference** for a bid or proposal and the **resident** business or contractor did not perform the percentage of the contract specified in the bid or proposal, the business or contractor:

(1) is not eligible to receive a certificate or a **preference** pursuant to Section 13-1-21 or 13-4-2 NMSA 1978 for a period of five years from the date on which the taxation and revenue department became aware of the submission of the false information or the failure to perform the contract as specified in the bid or proposal; and

(2) is subject to an administrative penalty of up to fifty thousand dollars (\$50,000) for each violation.

G. In a decision issued pursuant to Subsection E or F of this section, the taxation and revenue department shall state the reasons for the action taken and inform an aggrieved business or contractor of the right to judicial review of the determination pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

H. The taxation and revenue department may assess a reasonable fee for the issuance of a certificate not to exceed the actual cost of administering the taxation and revenue department's duties pursuant to this section.

I. The state auditor may audit or review the issuance or validity of certificates.

J. For purposes of this section:

(1) "new business" means a person that did not exist as a business in any form and that has been in existence for less than three years;

(2) "new contractor" means a person that did not exist as a business in any form and that has been in existence for less than five years;

(3) "legacy contractor" means a construction business that has been licensed in this state for ten consecutive years; and

(4) "relocated business" means a business that moved eighty percent of its total domestic personnel from another state to New Mexico in the past five years.

History: 1953 Comp., § 6-5-32, I, enacted by Laws 1969, ch. 184, § 1; 1979, ch. 72, § 2; 2011 (1st S.S.), ch. 3, § 2.

Application of Preference

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose of selling goods or services, including growing, producing, processing or distributing agricultural products;

(2) "formal bid process" means a competitive sealed bid process;

(3) "formal request for proposals process" means a competitive sealed proposal process, including a competitive sealed qualifications-based proposal process;

(4) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(5) "**resident** business" means a business that has a valid **resident** business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978; and

(6) "recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications.

B. When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a **resident** business to be five percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal request for proposals process:

(1) five percent of the total weight of all the factors used in evaluating the proposals shall be awarded to a **resident** business based on the **resident** business possessing a valid **resident** business certificate; or

(2) if the contract is awarded based on a point-based system, a **resident** business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the **resident** business possessing a valid **resident** business certificate.

D. 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.

E. When bids are received for both recycled content goods and non-recycled content goods, the public body shall deem the bids submitted for recycled content goods of equal quality to be five percent lower than the bids actually submitted. A bid calculation pursuant to this subsection for a **resident** business shall not also receive the bid calculation **preference** pursuant to Subsection B of this section.

F. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section.

G. This section shall not apply when the expenditure includes federal funds for a specific purchase.

History: 1978 Comp., § 13-1-21, enacted by Laws 1979, ch. 72, § 1; 1981, ch. 104, § 1; 1988, ch. 84, § 1; 1989, ch. 310, § 1; 1995, ch. 60, § 1; 1997, ch. 1, § 2; 1997, ch. 2, § 2; 1997, ch. 3, § 1; 2000, ch. 41, § 1; 2011 (1st S.S.), ch. 3, § 1.

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.