



GRANT COUNTY, NM
REQUEST FOR PROPOSALS
AIRPORT ENGINEERING SERVICES
RFP NO: 19-05

Proposal Issue Date: Wednesday, April 3, 2019

Pre-Proposal Conference Date & Time: Wednesday, April 17, 2019 – 10:00 a.m. MDT (*Non-Mandatory*)

Pre-Proposal Conference Location: Grant County-Silver City Airport
188 Airport Road, Hurley, NM 88043

Proposal Question Deadline: Wednesday, May 1, 2019

Response to Questions: Wednesday, May 8, 2019

Proposal Due Date & Time: Wednesday, May 22, 2019 – 3:00 p.m. MDT

Commodity Code Class & Description: 925 – Engineering Services, Professional

Deliver To: Grant County Manager's Office
Randy J. Hernandez, Chief Procurement Officer
1400 Highway 180 East
Silver City, NM 88061

Purchasing Contact: Randy J. Hernandez, Chief Procurement Officer
Phone: (575) 574-0016
Email: rhernandez@grantcountynm.com

Introduction: The County of Grant is requesting competitive sealed qualifications for the selection of a professional firm to provide engineering services for development projects at the Grant County-Silver City Airport located near Hurley, New Mexico. The selected firm will coordinate projects with the Federal Aviation Administration, New Mexico Department of Transportation Aviation Division and the County.

The Grant County-Silver City Airport is approximately fifteen (15) miles southeast of Silver City, New Mexico and has 24 commercial carrier operations per week. The Airport is a Certified FAR Part 139; there is no control tower.

Description: A copy of this RFP can be obtained from Grant County's website at www.grantcountynm.com until the expiration date of this solicitation. It is incumbent upon the Offeror to check the website for additional information and/or addenda. RFPs can also be obtained from Randy Hernandez, Chief Procurement Officer, Grant County Manager's Office, 1400 Highway 180 East, Silver City, New Mexico 88061. If you have any questions, please call (575) 574-0016 or email rhernandez@grantcountynm.com.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Proposal Due Date indicated above and must be delivered to the Grant County Manager's Office, located at 1400 Highway 180 East, Silver City, New Mexico 88061. Proposals received after the due date and time **will not** be accepted.

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GRANT COUNTY, NM

NOTICE TO OFFERORS

Request for Proposals 19-05 Airport Engineering Services

Notices for solicitations will no longer be sent via mail, unless a vendor specifically requests notification by mail. Electronic notices will be sent via email, posted on our website via "Vendor Registry". Vendors may register for "Vendor Registry" on the Grant County website at www.grantcountynm.com.

RFP documents may be retrieved by accessing the "Bids/RFP Opportunities" page of the County's website, by calling (575) 574-0016, emailing rhernandez@grantcountynm.com, or visiting the Grant County Manager's Office at 1400 Highway 180 East, Silver City, New Mexico 88061.

This document has been issued by the County of Grant for a competitive solicitation. Interested parties may obtain documents as described herein.

The County of Grant, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Publication Date: **Wednesday, April 3, 2019**

Qualifications-Based Proposals

As required by 13-1-111 NMSA 1978 the County of Grant (County) is requesting qualifications-based proposals (RFPs) for professional services pursuant to Sections 13-1-120 to 13-1-124, NMSA 1978.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award.

The County will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the Board of County Commissioners for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The County reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the County.

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

SECTION 1 - INSTRUCTIONS

1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County of Grant (County) desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a successful Offeror(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with County personnel concerning this RFP or the evaluation process must be solely to the contact person (or his designee) listed on the cover page of this RFP.

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of County Commission or County staff on any matter having to do in any respect with this RFP other than outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the County as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any proposal. Offerors shall have no claim against the County for failure to obtain information made available by the County which the Offeror could have remedied through the exercise of due diligence.

2) PRE-RESPONSE INFORMATION AND QUESTIONS

Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Offerors are advised to rely only upon the contents of this RFP, its accompanying documents and any written clarifications or addenda issued by the County. If an Offeror finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Offeror is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Contact only before the Pre-Response Question Deadline indicated on the front of this document.

3) RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the County. It is the Offeror's responsibility to periodically check the County's website until the posted Response Deadline to obtain any issued addenda.

4) PRE-PROPOSAL CONFERENCE

The date, time and location of the meeting, if any, are indicated on the cover page of this RFP. All Offerors are strongly encouraged to attend any scheduled meetings.

5) RESPONSE SUBMISSION

To be considered, the Response must be prepared in the manner and detail specified in this RFP.

- a. Responses must be submitted to Randy Hernandez, Grant County Manager's Office, 1400 Highway 180 East, Silver City, New Mexico 88061, before the date and time indicated as the deadline. It is each Offeror's responsibility to ensure that the County Manager's Office receives its Response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.
- b. Responses received after the above deadline will not be accepted and will be returned to the Offeror unopened. The County Manager's Office timestamp shall be the official time.
- c. The opening of a Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: project name, RFP Number, deadline date and time, and Offeror's name, address, phone, email address, and contact name.
- e. Submission of a Response establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the County's Procurement Policy and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.

- h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Response will become the property of the County.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

6) RESPONSE SIGNATURES

An authorized official must sign the Responses. Each signature represents binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.

7) CONTRACT AWARD

The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total RFP. The County may waive informalities if it is in the County's interest. The award shall be made to the responsible Offeror whose proposal is the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. Qualifications-based proposals are based on Offerors' qualifications to perform the required scope of work. Responses will be evaluated and assigned scores. The Offeror(s) to whom the recommendation to award is made will be notified at the earliest possible date. The County will then negotiate a contract with the top ranked Offeror for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Offeror within 14 days, then the County may recommend the next most responsive and responsible Offeror. Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Offeror's RFP does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Offeror has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Offeror non-responsive.

8) RESPONSE MODIFICATIONS

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

9) DUPLICATE RESPONSES

No more than one (1) Response from any Offeror, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

10) WITHDRAWAL

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

11) REJECTION

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

12) PROCUREMENT POLICY

Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The County Manager has the vested authority to execute all County contracts, subject to Board approval where required.

13) COMPLIANCE WITH LAWS

The Offeror must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result. In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

14) CONFIDENTIALITY

It is understood by the Offeror and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Offeror has responded to a County RFP and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," the County agrees to notify Offeror of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Offeror provides the County with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

15) NON-DISCRIMINATION

The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Offeror must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Offeror must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

16) NO RESPONSE

Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

17) CONTRACT NEGOTIATION

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Offeror within 30 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. There is no contract until the County's policies have been fulfilled.

18) DISQUALIFICATION OF OFFERORS

Any one or more of the following causes may be considered sufficient for the disqualification of an Offeror and the rejection of the Response:

- a. Evidence of collusion among Offerors.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

19) DISCUSSIONS

Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of a Response to writing.

20) SUBCONTRACTORS

In an effort to promote supplier diversity, the County encourages Offerors to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

The Contract will not be assignable to any other business entity without the County's approval.

21) OFFEROR RESPONSIBILITIES

The Offeror must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Offeror must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Offeror will be responsible for all services in this Response whether they are provided or performed by the Successful Offeror or Subcontractor(s). Further, the County will consider the Successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Offeror must identify all Subcontractors and the Services they provide. The Successful Offeror is responsible for all payments and liabilities of all Subcontractor(s).

It is strongly recommended that the Offeror visit the Grant County-Silver City Airport and familiarize themselves with the site, including attendance at the Pre-Response Conference, if any.

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

22) COUNTY PARTICIPATION

The County will provide appropriate personnel support for implementation of these agreements. The Offeror's Response should identify County FTEs required and tasks to be performed by County personnel. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Offeror and will coordinate overall management and administration of the contract for the County.

23) DISCLOSURE OF CONTENTS

All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their Responses other than authorized by this RFP. An Offeror who shares cost information contained in its Response with other County personnel or competing Offeror personnel shall be subject to disqualification.

Offerors shall not be provided any information about other Responses or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

24) PROPOSAL EVALUATION

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If interviews are held, rankings from the initial evaluation are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

25) PROTESTS

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the County. The protest must be delivered to the County Manager's Office, Chief Procurement Officer, 1400 Highway 180 East, Silver City, New Mexico 88061 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted.

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

The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement.

The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Offeror has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

26) OFFEROR QUALIFICATIONS

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13- 1-85 NMSA 1978.

27) 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

28) CHANGE IN CONTRACTOR REPRESENTATIVES

The County reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

29) NOTICE

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

30) COUNTY RIGHTS

The County of Grant reserves the right to accept all or a portion of an Offeror's proposal.

31) MULTIPLE AWARDS

The County reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

32) RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

33) OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Offeror wishing to retrieve copies of their proposal must do so within two weeks after the award.

34) 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.

35) STATUS OF SUCCESSFUL OFFERORS.

The successful Offeror(s) is an independent contractor performing services for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the County. The successful Offeror(s) acknowledges that all sums received under the resultant contract are personally reportable by him/her for income, self-employment and other applicable taxes.

36) ASSIGNMENT/TRANSFER

Assignment or transfer of this contract without written consent of County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.

37) EXCISE AND SALES TAX

The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.

38) DEBARMENT, SUSPENSION, AND INELIGIBILITY

By submitting a response to this Request for Qualifications, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.

39) PROCUREMENT UNDER EXISTING CONTRACTS

In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.

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SECTION 2 - SPECIFICATIONS AND SCOPE OF SERVICES

1) INTRODUCTION

The purpose of this solicitation is to enter into a contract with a qualified engineering firm (Consultant) that will be ready and able to perform any or all of the services described herein, if and when funding becomes available and the County is ready and willing to proceed. There is no guarantee that the County will require any or all of such services.

Through this Request for Proposals (RFP), the County of Grant (County) hereby invites entities who meet the qualifications and specifications set forth herein to submit responses for the County RFP 19-05 Airport Engineering Services for the Grant County-Silver City Airport.

2) SCOPE OF SERVICES

Projects that may be contracted under this Request for Proposals include any project at the Grant County-Silver City Airport whose funding originates from local, state or federal grants that are undertaken during the term of the engineering contract and may include, but are not be limited to, any or all of the following:

1. *Airport Layout Plan*
2. *Airport Master Plan*
3. *Airport Action Plan*
4. *Rehabilitation or construction of taxiways, aprons, roads and parking facilities*
5. *Property Map including deeds, individual parcels/property map, survey data/metes & bounds, etc.*
6. *New or modified terminal facilities, aviation and commercial structures, fire station and multi-purpose public safety response and training facility.*
7. *Main and perimeter Access Roads*
8. *Perimeter Fencing and Airport Security Items*
9. *Relocation of Navigational Aids and Radio Facilities (RCO & AWOS).*
10. *Construction of Additional Hangars, Hangar Ramps/Pads*
11. *Equipment Building(s)*
12. *Hard Stands*
13. *Grant application/pre applications*
14. *Coordination of projects between FAA and NMAD*
15. *Planning and Zoning Related Services*
16. *Necessary environmental approvals*
17. *Maintenance and Updates of SWPPP, SPCC and DBE Plans*
18. *On-call Engineering Services*
19. *Other projects as specified or necessary*

Services, as outlined in FAA Advisory Circular 150/5100-14E (Chapter One) and 18.11.9 NMAC, include engineering, consulting and planning services and required incidental services. The Engineer shall provide the full range of engineering services required for all projects at the Grant County-Silver City Airport. All work, contracts, reports, and deliverables must be in full compliance with the funding agencies' requirements and requirements of the County.

The successful Offeror shall:

- Disadvantaged Business Enterprise (DBE) goals (period July 1, 2019 to June 30, 2021) The Awarded Offeror will be required to submit their methodology to the County.
- Advertise for bids, assist the County in receipt of bids and prepare recommendations of award to the County's governing body.
- Provide project management, general engineering oversight and contract administration thru project completion.
- Provide periodic or full time on site observation during construction.

The following tasks are identified as the Scope of Work that the Offeror team will be requested to perform. This scope of work may be adjusted and modified to meet the needs of the County.

Preliminary Design:

- Consult with the owner to determine the general scope, extent and character of the project.
- Develop project plans and specifications for the Grant County-Silver City Airport

Final Design:

- Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
- Submit a revised opinion of probable project cost.
- Submit five (5) copies of the final design documents and present and review them in person with the owner.

Funding Phase:

- Apply for federal and state grants for the County to help defray the cost of the engineering services and construction.

Bidding and Negotiating Phase:

- Assist owner in advertising for and obtaining bids.
- Distribute bid documents to prospective bidders and construction reporting services.
- Coordinate and conduct a pre-bid conference.
- Clarify and answer questions concerning the bid documents and issue addenda as requested.
- Attend bid opening, prepare bid tabulation and assist owner in evaluating bids and in assembling and awarding contracts.
- Prepare recommendation of award to the County's governing body

Construction Phase:

- Provide project management, general engineering supervision and contract administration during construction.
- Submit to the owner a list of critical observation milestones.
- Provide periodic or full time on-site inspection at such times as appropriate during the progress of the work, to determine that work is completed in conformance with the contract documents.
- Review contracts pay applications and provide recommendation for payment.
- Render interpretations of construction documents.
- Review contract submittals for conformance.
- Prepare field and change orders as necessary.
- Coordinate and conduct final inspection and obtain all warranties and related documents as required by the contract documents.
- Develop and review with owner and contractor a punch list.
- Modify the original reproducible drawings delineating recorded as-built conditions.
- Coordinate and conduct warranty review.
- Achieve Multi Agency Compliance with rules and regulations

Deliverables will include conceptual and final design drawings, cost estimates, and final construction documents for the Invitation to Bid documents.

No services, construction, or furnishing of goods is permitted either before a written contract is signed by the County and the Contractor or after the contract terminates. Working without a contract may result in non-payment for such work.

3) CONTRACT TERM

The County intends to enter into an initial one (1) year contract with the successful Offeror for the services contemplated by this Request for Proposals. Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. In no such case will the contract including all renewals exceed a total of four (4) years in duration. Subsequent contract for the same services will be subject to a new RFP process and to the governing body approval as called for by law and County policies. Task orders will be assigned for specific projects and it is anticipated that this contract will commence on July 2019 or shortly thereafter. The successful firm shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order with an issuance of a Notice to Proceed.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

EVALUATION CRITERIA: All Responses received will be evaluated by an Evaluation Committee. The following factors will be considered in making the selection of the qualified Offerors with maximum possible points:

- a) Completeness, originality and creativity of the proposal approach to the project. **100 points**

- b) **Specialized Design** - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.

The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the County's Project Manager. **150 points**

- c) **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this solicitation to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers. **250 points**

- d) **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included. **100 points**

- e) **Design Work Produced by a New Mexico Business** – Summarize the amount of design work that will be produced by a New Mexico business. **50 points**

- f) **Proximity to or Familiarity with Site Location** - Proximity to or familiarity with the area in which the project is located. Provide a summary addressing project completed by your firm, which address proximity to or familiarity with the area in which the project is located. **50 points**

- g) **Volume of Work Previously Done** - The volume of work previously done for the County which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provide, however, that the principle selection of the most highly qualified businesses is not violated. **50 points**

- h) **Evidence of Understanding of the Scope** - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. Offerors are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies. **250 points**

- i) **Fee/Cost** - Cost is not a factor in the evaluation of proposals submitted in response to this RFP (NMSA 13-1-120). The most highly qualified Offeror submitting a responsive proposal will be selected and the selected Offeror will then be required to submit a man-hour and fee schedule which will be used in summarizing the cost proposal, with adequate back-up to verify the proposed fixed fee, and shall include the following information. This pricing shall be used in negotiating the contract price (Ref. NMSA 1978 13-1-120 through 13-1-124).

- The itemized cost for individual elements, such as studies, reports, etc.
- The cost of each task or segment of the task shall be itemized.
- Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- Travel and per diem or subsistence costs, if any, supported by breakdown including destination, duration and purpose. Automobile mileage and per diem shall not exceed the amounts authorized by the New Mexico mileage and per diem act. Air transportation shall be coach fair.
- Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- Breakdown of fee or profit.

The schedule shall also indicate company name, date and signature of an officer authorized to contract for the work. Price shall be determined by negotiations related to scope of work following ranking of the proposals received (NMSA 1978 13-1-112 C) and in accordance with Federal Procurement requirements.

The Proposal will be evaluated based on the above 1,000 points.

If oral presentations are held, the oral presentations will be based upon re-evaluation of the above criteria.

Each Response submitted in response to this solicitation shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Offeror on other contracts with the County or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Offeror based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.

Offeror to whom award of an agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).

A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

Oral Presentations/Interview: It is at the discretion of the Evaluation Committee to hold oral presentations/interviews with the two or three highest-ranked proposals. The Evaluation Committee may recommend an award based on the results of the ranking without oral presentations/interviews. If oral presentations/interviews are held, the oral presentations/interviews will be based on re-evaluation of the above criteria. If fewer than three proposals are received, the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE

- *This contract is not subject to the New Mexico Resident Contractor provisions as the contract will be funded in whole or part by federal aid or funds (13-1-21G NMSA 1978).*

1) PROPOSAL FORMAT REQUIREMENTS:

- NUMBER OF COPIES:** One (1) unbound original, plus five (5) copies (six total) and one (1) PDF copy on a USB drive containing no other material than the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy, including the electronic copy, must be identical to the original.
- RESPONSE FORMAT:** To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of the Offeror to follow the required format may at the sole discretion of the County, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity and completeness are essential. An 8-1/2" x 11" format is required for typed submissions and an 11" x 17" format may be used for illustrations. Submittals may utilize either single-sided or double-sided copying and be bound with numbered tab dividers corresponding to the requirements contained in the balance of this section. If double-sided pages are used, each side shall be numbered and counted as separate pages. The page limitation will only be increased by addendum.

It is the Offeror's responsibility to ensure that all information in the proposal is easily readable by the County. The County, at its sole discretion, may reject a proposal which is unclear in any way.

Proposal Organization

The proposal must be organized in the following manner:

- I. Transmittal Letter
- II. Project Team Members
- III. Offeror's Experience
- IV. Design/Technical Approach
- V. Cost Control
- VI. Contractual Considerations

Mandatory Items to be Included in Proposals

- I. Required Forms – see Section 5, Fully executed – Response Form, Campaign Disclosure Form and Federal Form/Certification;
- II. Conditions or Exceptions to Draft Contract Agreement
- III. All items identified in this section 3 titled Evaluation Criteria and Proposal Format Requirements

Contractual Considerations

All commercial, technical, legal or other conditions or exceptions relating to the provisions of the RFP and the draft Agreement must be explicitly stated in this section of the proposal. Offerors should be aware that any conditions or exceptions are made solely at the risk of the Offeror and the County reserves the right to reject proposals containing any unacceptable conditions or exceptions. Offerors shall use this section to discuss guarantees and warranties that the Offeror will offer the County and the risks it is willing to take.

Maximum Page Limitation: 30 (Single Sided)

- a) If supplied, the following pages will be excluded from being counted as part of the maximum page limitation: Front and back cover and binding pages
Mandatory Forms
Transmittal Letter
Title Page
The Table of Contents
Dividers between proposal information categories
The Agreement, Insurance Certification form, other certifications, and any contractual considerations
- b) Any 17" x 11" pages shall be numbered as two (2) pages.
- c) Drawings on 24" x 36" sheets shall be numbered as four (4) pages.
- d) Your proposal should be as clear and concise as you can make it while still providing the Evaluation Committee with information addressing the requirements in each of the categories stipulated in the RFP.

Proposals exceeding the maximum page limitation will be rejected and will not be evaluated.

Guidelines

The following guidelines have been prepared to assist Offerors in the preparation of the proposals by clarifying certain components of the evaluation criteria categories. All Offerors should adhere to the format shown below. Use of this format will help expedite our review process.

Category 1 – Transmittal Letter

The Offeror shall submit a formal transmittal letter on *official company letterhead* that contains the following:

Statement of Interest - This statement shall indicate your firm's general interest and capability to perform the project. It shall also include a brief summary of any information that you feel might be especially important to the County.

Statement of Response Life - The proposal must have a *response life* of at least one hundred twenty (120) calendar days from the solicitation due date. This shall represent the minimum time during which the response is a firm offer and a contract may be entered into based upon it.

Statement of Acceptance - This statement shall state acceptance of all terms and conditions of the RFP and the County's terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive.

Contact Person - Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal. Include also the location of the office from which service will be provided, with the hours of operation at that location.

Signature of Authorized Representative - An authorized representative of the firm must sign the transmittal letter.

Category II – Project Team Members

1. Provide an organization plan for management of the project.
2. Identify all consultants to be used on the project.
3. Provide qualifications of project team members shown in the organization plan, including registration and membership in professional organizations.
4. Provide and unique knowledge of key team members relevant to the project.

Component One can be accomplished using an organizational chart that shows the proposed relationships between key team members and support staff who are expected to participate on the project. Also indicate which aspects of the work each person will be responsible for performing.

When addressing Component Two, you should also provide a summary description of the work to be performed by each consultant proposed for the project.

For Component Three, describe each person's work experience, field or fields of specialization, education, certifications. Component Three shall also outline a list of directly relevant projects for each key member which include the following: client name, project name, project description, role of the individual, and project completion date.

Component Four should be self-explanatory.

Category III – Offerors Experience

1. Describe previous projects of a similar nature, including client contact (with phone numbers), the year(s) services were provided, construction costs (if applicable), and a narrative description of how those projects relate to this project.
2. Provide examples of Project Manager's government agency experience with the past five (5) years that serve to demonstrate the Project Manager's knowledge of performance on contracts with government agencies.
3. Provide the volume of work previously done for the County, which is not seventy-five percent complete.
4. Provide this information using the following format:

Name of Project	Contract Date	Contract Amount	% Completed and Invoiced to Date
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The projects described should be projects that were worked on by the people shown on the organizational chart. Specific project responsibilities of these individuals should be addressed.

Category IV – Design/Technical Approach

1. Describe Offeror's understanding of the project scope.
2. Describe how Offeror plans to perform the services required by this project.
3. Describe specialized problem solving required in any phase of the project.
4. To demonstrate your understanding of the project scope, you must describe what you intend to do. You must describe the quality control procedures you will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

Category V - Cost Control

This category of the proposal evaluation criteria has two components:

1. Describe cost control and cost estimating techniques to be used for this project.
2. Provide comparisons of bid award amount to final cost estimate for projects designed by the Offeror during the past five (5) years. The consultant may provide justification for any discrepancies that may exist with this information.

Component One should be subdivided as follows:

- Cost Control of the Design Process: How will you control expenditures for this project within your organization for work hours, other direct costs, and all other costs associated with the basic services fee that you will negotiate with the County? For example, some firms use a project management application software program to monitor work hour usage and costs as a means of controlling total expenditures for accomplishing design tasks.
- Cost Control of the Construction Cost: How often do you make estimates of probable costs to construct the project as design progresses and compare these to the County's budget for the project? For example, some firms review project costs on a biweekly basis using a spreadsheet application software program and a job-costing database.
- What corrective actions do you take if it appears that the budget will be exceeded or that the project scope can be achieved at a much lower cost than what was discussed during negotiations?
- Cost Estimating Techniques: Design professionals use a variety of cost estimating techniques such as:
 - In-house databases from bid prices on projects designed by the firm.
 - Estimating data published by specialists in construction estimating such as Means, Building News, etc. County independent fee estimated unit prices for contract items.
 - Current six month compilation of New Mexico State Highway & Transportation Department (NMSHTD) unit prices.
 - Businesses specializing in construction cost estimating.
 - What techniques will you use for this project and why?

Component Two should be supplied in the following format:

Name of Project	Month and Year Bid	No. of Bids Received	Final Cost Estimate	Bid Award Amount	Final Contract Amount including Change Orders
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The final cost estimate is the dollar amount your firm provided to your client at bid opening. For a County project, it would be the estimated construction cost your firm provided to the County for use at the bid opening and would contain all adjustments to earlier estimates caused by addenda issued during the bidding time for the project.

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SECTION 4 –TERMS AND CONDITIONS OF CONTRACT

*****Beginning Sample Contract*****

GRANT COUNTY, NM PROFESSIONAL SERVICES CONTRACT FOR RFP 19-05 AIRPORT ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the **County of Grant**, herein after referred to as the "Purchasing Agency", and **[Engineering Firm]**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Contract Administrator" means the individual designated by the Purchasing Agency to administer the contract after it has been executed. The Contract Administrator shall be the County Manager.
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be the Grant County Planning and Community Development Director.
- c. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be preformed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

Services include general engineering consultation as defined in a general sense, with duties to include, but not limited to, planning, providing preliminary surveys, designs, specifications, as-built drawings, working drawings and providing for contract procurement services and contract administration services for specific projects identified by the County. Contractor shall also provide engineering services which are non-project specific. Various types of projects include, but are not limited to:

1. Airport Layout Plan
2. Airport Master Plan
3. Airport Action Plan
4. Rehabilitation or construction of taxiways, aprons, roads and parking facilities
5. Property Map including deeds, individual parcels/property map, survey data/metes & bounds, etc.
6. New or modified terminal facilities, aviation and commercial structures, fire station and multi-purpose public safety response and training facility.
7. Main and perimeter Access Roads
8. Perimeter Fencing and Airport Security Items
9. Relocation of Navigational Aids and Radio Facilities (RCO & AWOS).
10. Construction of Additional Hangars, Hangar Ramps/Pads
11. Equipment Building(s)
12. Hard Stands
13. Grant application/pre applications
14. Coordination of projects between FAA and NMAD
15. Planning and Zoning Related Services
16. Necessary environmental approvals
17. Maintenance and Updates of SWPPP, SPCC and DBE Plans
18. On-call Engineering Services
19. Other projects as specified or necessary

Duties and Responsibilities:

- Contractor must become familiar with any and all funding sources that award to Grant County.
- Contractor will be responsible for providing all required supporting documentation to funding source to keep Grant County in compliance.
- Contractor will maintain all records required by any funding source.
- Contractor will assist Grant County with funding application process.
- Contractor will assist Grant County in providing readiness to proceed items required by funding source.
- Contractor will assist Grant County with administrative requirements throughout project.
- Contractor will assist Grant County in providing funding source with any additional requirements.

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement: N/A

3. Work Environment

- Contractor will be required to maintain their own equipment and facilities.
- Contractor may at times use Grant County meeting rooms, phones and internet connections.
- Grant County is in no way responsible for providing a work space environment to Contractor.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- a. Acceptance -The Purchasing Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Contract Administrator. Unless otherwise agreed upon between the Purchasing Agency and the Contractor, within Thirty (30) days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within Thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.
- b. Rates - The contractor agrees to perform billable work at the following rate(s) of per hour as listed on Exhibit A
- c. Compensation - The total compensation under this Agreement will not exceed six million dollars (\$6,000,000) over four years and that a single contract, including any renewals, does not exceed five hundred thousand dollars (\$500,000) per NMSA 13-1-154.1. The Contractor shall reimbursed for any travel or per diem expenses at the following:

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Other Expenses:

Plotting, Printing, and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service – As invoiced by provider.

Survey Equipment Charge – \$##.##/Hour.

Survey Material Charge – \$#.##/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be invoiced at 1.50 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Contractor.

All other expensed shall be approved by the Project Manager before they are incurred.

Travel time is not billable.

- d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance if an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. Payment will be made to the Contractor's designated mailing address.
- e. Payment of Taxes - The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
- f. Invoices – Invoices and time logs shall be submitted to the Contract Administrator.
- g. Facilities and Equipment - Contractor may at times use Grant County meeting rooms, phones and internet connections and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency. Contractor will be required to maintain their own equipment and facilities.

5. Term

This Agreement shall begin on date approved by the Grant County Board of Commissioners and end two years from the beginning date approved by the Grant County Board of Commissioners. The County reserves the right to terminate the contract at the completion of the two year, or to renew on an annual basis. This Agreement including all extensions and renewals shall not exceed four (4) calendar years in duration.

6. Multiple Award Contract

To ensure that each awardee under this contract is given a fair opportunity to be considered for each task/work/delivery order issued during the life of this contract, awardees will be considered for each task/work/delivery order via an equitable rotation basis. Once a firm receives an order for engineering professional services, they will rotate to the bottom of the list. The awardee will not be eligible to receive another order for engineering professional services until all other awardees under the contract have been issued at least one order. The rotation process will start over once all awardees under the contract have received at least one order.

If a contractor under contract refuses an order, the Chief Procurement Officer will document the contractor's refusal and the contractor will lose its turn and move to the end of the list. The order will be sent to the next contractor on the rotation list.

The County may, when it appears to be in the best interest of the County, based on cost, terms of delivery, or other factors, bypass the aforementioned prescribed rotation procedures. The County may also solicit quotes from each awardee under a MAC for a particular order.

7. Termination

This Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES UPON CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

8. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Purchasing Agency and are not employees of the County of Grant. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the County of Grant as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. Assignment

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

10. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the County. The following subcontractor(s) have been approved to supply resources for this Agreement: NONE

11. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Purchasing Agency, and appropriate federal authorities. The Purchasing Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Purchasing Agency to recover excessive or illegal payments.

12. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. A determination by the governing body of the Purchasing Agency as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

13. Release

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

14. Confidentiality

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

15. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Grant and shall be delivered to Purchasing Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

16. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

17. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the Purchasing Agency and the Contractor.

18. Scope of Agreement

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

19. Equal Opportunity Compliance

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

20. Indemnification

The Contractor shall hold the County of Grant and its officers, agents and employees harmless and shall indemnify the County of Grant and its officers, agents and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for any and all damages including personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Purchasing Agency, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for legal action regarding this agreement shall be in the county of Grant.

22. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Purchasing Agency response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including exhibits thereto, if any; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including appendices thereto including any documents incorporated by reference and written responses to questions and written clarifications and (5) the Contractor's proposal submitted in response to the Request for Proposals.

23. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of at least one (1) year after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

24. **Procurement Under Existing Contracts**
In accordance with NMSA 1978 13-1-129, Contractor agrees that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods/services included in this procurement document. Contractual engagements accomplished under this provision shall be solely between the Contractor and the Government Entity, with no obligation by Grant County.
25. **Project Reporting**
The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.
26. **Insurance**
Until final acceptance by the Owner of the work covered by the contract, the Contractor shall procure and maintain at its own expense insurance of the kinds described herein. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, his agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.
- A. **Commercial General Liability:** Contractor shall maintain commercial general liability (including auto liability) and errors and omissions (professional liability) insurance with limits of liability of at least \$1,050,000.00, with Owner listed as an additional named insured under the policy.
- B. **Professional Liability:** Contractor shall maintain errors and omissions (professional liability) insurance with limits of liability of at least \$1,050,000.00, with Owner listed as an additional named insured under the policy.
- C. **Workers' Compensation and Employers' Liability Insurance:** Contractor shall maintain in full force at all times workers' compensation insurance meeting statutory obligations, with Owner listed as an additional named insured under the policy.
- D. **Cancellation:** Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Owner. The Contractor shall also notify the Owner of such cancellation in writing within thirty (30) days of receiving notice of such cancellation.
- E. **Certificates of Insurance:** The Contractor shall furnish to the Owner a copy of the Certificates for all insurance required herein, specifically setting forth evidence of all coverage. The Contractor shall provide to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
27. **Bonding Requirements**
Contractor shall secure Performance Bond and Labor and Material Payment Bond, each in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required of the successful contractor.
28. **Invalid Term or Condition**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
29. **Enforcement of Agreement**
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.
30. **Notices**
Any notices required to be delivered to either party under this Agreement shall be in writing and shall be delivered to the following:

To Owner:
County Manager
Charlene Webb
1400 Highway 180 E.
Silver City, NM 88061

To Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the County of Grant, below.

County of Grant

Contractor

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Chief Procurement Officer

Date

BOARD OF GRANT COUNTY COMMISSIONERS

Chris M. Ponce, District 1/Chairman

Javier Salas, District 2

Alicia Edwards, District 3

Gerald W. Billings, Jr., District 4/Vice Chairman

Harry Browne, District 5

Attest: Marisa Castrillo, County Clerk

******End of Sample Contract******

SECTION 5 – REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) RFP Response Form
- (2) Campaign Contribution Disclosure/Disclosure of Contributions Form
- (3) Feberal Forms
 - Certification of Offeror/Bidder Regarding Debarment
 - Certification Regarding Lobbying
 - Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
 - Trade Restriction Certification

Failure to complete and submit these forms with your Response may result in it being deemed non-responsive and rejected without further evaluation.

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RFP RESPONSE FORM

Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.

TO: COUNTY OF GRANT

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s):

_____, _____, _____, (write "none" if none).

In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Policy, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Procurement Policy.

NON-COLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. performance and payment bond).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)

of _____ (company) this _____ (day) of _____, 20____.

Notary Signature: _____

My Commission Expires: _____

(Affix Seal)

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 Page 2 of 3 DFA Disclosure form/April, 2006 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

Board of Grant County Commissioners:

Chris M. Ponce

Javier Salas

Alicia Edwards

Gerald W. Billings, Jr.

Harry Browne

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

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

Signature

Date

Title (position)

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Company Name: _____

By: _____

Title: _____

Signature: _____

Date: _____