

COUNTY OF GRANT



REQUEST FOR PROPOSALS

RFP No.: 22-03

RFP Title: Hurley Pit Mining Services

Release Date: March 1, 2022

Due Date/Time: March 24, 2022, 3:00 p.m. (Local Time)

Purchasing Contact: Randy J. Hernandez, Chief Procurement Officer
Grant County Administration Center
1400 Highway 180 East, Silver City, NM 88061
Phone: 575-575-0008
Email: rhernandez@grantcountynm.gov

Commodity Code
Class & Description: 96155, Mining and Quarrying Services

TABLE OF CONTENTS

NOTICE TO OFFERORS	4
SECTION 1 – INSTRUCTIONS	5
SECTION 2 – SCOPE OF SERVICES	11
SECTION 3 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS	12
SECTION 4 – REQUIRED FORMS	13

SEQUENCE OF EVENTS

	Action	Responsibility	Date/Time/Location
1	Issuance of RFP	County	03/01/2022
2	Pre-Proposal Conference & Location <i>(non-mandatory)</i>	County	None
3	Notice of Intent to Propose <i>(mandatory)</i>	Potential Offerors	03/08/2022, by 5:00 p.m.
4	Proposal Question Deadline	Potential Offerors	03/11/2022, by 5:00 p.m.
5	Response to Written Questions	County	03/16/2022, by 5:00 p.m.
6	Submission of Proposals	Offerors	03/24/2022, 3:00 p.m.
7	Proposal Evaluation	Evaluation Committee	03/28/2022 – 03/30/2022
8	Selection of Finalists / Best and Final Offers	Evaluation Committee & Finalist(s)	03/30/2022
9	Proposal Presentations/Interviews <i>(optional)</i>	Evaluation Committee & Finalist(s)	TBD
10	Contract Award	County	04/14/2022
11	Protest Deadline	Offeror(s)	04/27/2022
12	Contract Initiation	County & Contractor	04/28/2022

Note: Dates and Times listed herein are subject to change at the County's discretion.

PUBLICATION INFORMATION

Newspaper:	Silver City Daily Press	Publish Date:	03/01/2022	P.O. #:	24839
------------	-------------------------	---------------	------------	---------	-------

INTRODUCTION AND SOLICITATION DESCRIPTION

The County of Grant is requesting proposals from qualified contractors to mine, process and remove sand, stone, gravel, crusher fines, and/or borrow dirt from the Hurley Pit situated in Grant County, New Mexico.

The County intends to engage with the most qualified contractor, while maximizing the economic value of the land. The awarded Contractor shall be responsible to furnish all expertise, labor, supervision, services, equipment, tools, supplies, licenses, permits, transportation and incidentals necessary to perform mining, removing, and processing of sand, gravel and/or borrow dirt.

All materials removed from the site by the Contractor will be subject to royalty payments.

Definition of Terminology:

This section contains definitions and abbreviations that are used throughout this procurement document.

“Addendum” means a written or graphic instrument issued prior to the opening of proposals, which clarified, corrects or changes the Request for Proposals. Plural: Addenda

"Agency" or **“Purchasing Agency”** means the County and the County of Grant.

“Chief Procurement Officer” or **“CPO”** means the person holding the position as the head of the central procurement office for the County of Grant.

"Contract" or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

"Contract Administrator" means the individual designated by the Agency to administer the contract after it has been executed.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

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

“Key Personnel” means the staff provided by a Contractor or a Subcontractor with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

"Procurement Manager” means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Professional Services" means the services of engineers, architects, archeologists, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers, and other persons or business providing similar professional services, which may be designated as such by a determination by the County.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

COUNTY OF GRANT NOTICE TO OFFERORS

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 County’s Purchasing website at www.grantcountynm.gov.

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(s) 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.

PROCUREMENT LIBRARY

New Mexico Procurement Code

<https://laws.nmonesource.com/w/nmos/Chapter-13-NMSA-1978#!b/a1>

Grant County Purchasing Policy

<https://grantcountynm.gov/departments/finance/purchasing/>

SECTION 1 - INSTRUCTIONS

1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County has established 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. 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. *The County is not responsible for any oral instructions.*

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. Potential Offerors must return the *mandatory* "Notice of Intent to Propose" Form (Appendix A) in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your firm is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

4) PRE-PROPOSAL CONFERENCE

The date, time and location of the meeting (if any) are indicated on the Sequence of Events (page 2) 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 and addressed to Randy J. Hernandez, Chief Procurement Officer, at 1400 Highway 180 East, Silver City, New Mexico 88061 on, or before, the date and time indicated as the deadline. It is each Offeror's responsibility to ensure that the Purchasing Contact receives its Response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays. 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 posted holidays.
- b. Responses received after the above deadline will not be accepted. The County's Purchasing Contact timestamp shall be the official time.
- c. The opening and receipt of a Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- d. Responses must be submitted in a *sealed* envelope/box and must contain the RFP Number, Offeror's Name, Mailing Address, Contact Number, Email Address.
- 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 electronic mail 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 responsive and 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 fourteen (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 Chief Procurement Officer 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 SERVICES 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 SERVICES 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).

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 any County Full-Time Employees 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 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 twenty-four (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 OF PENALTIES

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 does not intend to make multiple awards; however, 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 52.109-5.

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.

40) RESPONSIBLE OFFERORS

In accordance with NMSA 13-1-83 of the Procurement Code, Offerors 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 this Request for Proposals.

41) CONTRACT TERM

The County intends to enter into an initial one (1) year contract, with optional renewals, with the successful Offeror(s) for the services contemplated by this RFP. Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. 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. The successful firm and/or individual 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.

42) RESIDENT BUSINESS/RESIDENT VETERANS BUSINESS PREFERENCE APPLIED

The County will award an additional fifty (50) points (1,000 x 5%,) to a resident business OR one hundred (100) points (1,000 x 10%,) to a resident veteran business that has annual gross revenues of up to three million (\$3,000,000.00) in the preceding tax year as outlined in sections 13-1-21 thru 13-1-22 NMSA 1978. The Resident Business/Veteran Business Preference Certification Form (Appendix D) must be completed. The County will not award Offerors both a resident business preference and a resident veteran business preference. This award will not be applied to any RFP that may be federally funded.

43) INSURANCE

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The County must be named as an additional insured, where applicable. The requirements are as follows:

- a. Professional Liability:
 - Minimum \$1,050,000.00 aggregate
- b. Workers Compensation:
 - Contractor shall comply with the provisions of the Worker's Compensation Act
- c. Increased Limits:
 - If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.
- d. Malpractice/Errors & Omissions Insurance (if applicable):
 - Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

44) ORAL PRESENTATIONS/INTERVIEWS

It is at the discretion of the Evaluation Committee to hold oral presentations/interviews with the Offerors who are deemed, based on selection criteria, fully qualified and best suited among those submitting proposals. If oral presentations/interviews are held, the oral presentations/interviews will be based on re-evaluation of the above criteria. The Evaluation Committee may recommend an award based on the results of the ranking without oral presentations/interviews. 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. The Procurement Manager will schedule the date and time for oral presentations/interviews, if any.

45) BEST AND FINAL OFFERS

Finalist Offerors may be asked to submit revisions to their proposal for the purpose of obtaining best and final offers by the date indicated on the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

SECTION 2 - SCOPE OF SERVICES

The County of Grant is requesting proposals from qualified contractors to mine, process and remove sand, stone, gravel, crusher fines, and/or borrow dirt from the Hurley Pit situated in Grant County, New Mexico. The County is authorized, through lease, by the New Mexico State Land Office for this intended purpose. The County intends to engage with the most qualified contractor, while maximizing the economic value of the land. The awarded Contractor shall be responsible to furnish all expertise, labor, supervision, services, equipment, tools, supplies, licenses, permits, transportation and incidentals necessary to perform mining, removing, and processing of sand, gravel and/or borrow dirt. The County intends to enter into an agreement for one (1) year with optional renewals.

Site Location

The State Land Office has granted the County the right to explore for, mining, removing, and processing of sand, gravel, and/or borrow dirt on and from the following described lands commonly known as the Hurley Pit, 160.00 acres in total. The legal description of the land is as follows:

<i>Subdivision</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>	<i>Acres</i>
S1/2SW1/4	24	18S	13W NMPW	80.00
N1/2NW1/4	25	18S	13W NMPW	80.00

Area/Reclamation/Slopes

The selected contractor will be responsible for supplying any necessary power, fuel, storage, spill prevention/containment, sanitary or other facilities necessary for maintaining their Site operations. Any fuel stored at the site must be stored in double-walled steel fuel tanks provided by the supplier. All equipment fueling and servicing will be conducted in specified areas by qualified personnel. The area will be closely monitored for any spills, which, if they occur, will be removed and properly disposed. Any damage done to the property or Contractor's equipment will be the responsibility of the Contractor and will not be reimbursed by the County.

The active mining area will be no more than 5 acres at any one time (unless site-specific mining operations require more disturbance area) and reclamation will begin as soon as 5 acres have been mined. Reclamation is to be carried out contemporaneously with mining so that at any given time all previously mined acreage is under reclamation and no more than 5 acres are being actively mined. The area used for processing operations and stockpiling is to be kept to a minimum and reclaimed as soon as it is no longer needed for processing or stockpiling material. Prior to the start of final reclamation activities, all remaining stock and spoil pile material shall be broken down and spread out and used for backfilling the pits and/or reclaiming the access roadways. No piles of material shall be left at the Property at the expiration or termination of the Agreement.

During mining, slopes must be maintained at a 1:1 slope. Upon completion of mining, all slopes must be flattened to a 2:1 or flatter slope.

Royalties Requirement

All material removed from the Hurley Pit are subject to royalty payments. The Contractor shall submit with the royalty payment, copies of the scale tickets from a certified scale and a royalty reporting form on a monthly basis. Monthly reports and royalty payments to the County shall be paid based upon on-site load tickets. The County will conduct a semi-annual survey as verification of the material removed and payments are accurate. The price for materials must meet, or exceed, the following minimum amount identified below. The selected contractor shall pay a minimum annual royalty payment of \$8,000.00.

<i>Material</i>	<i>Per Cubic Yard (minimum)</i>	<i>Per Ton (minimum)</i>
Sand/Gravel/Other Aggregate	\$1.10	\$0.75
Borrow Dirt	\$0.65	\$0.62
Crusher Fines	\$0.68	\$0.45

County Usage

The County may, at its discretion, choose to purchase materials from the Contractor at a price most advantageous to the County. The following is a list of materials the County may purchase. County purchases must be included in the royalties reporting.

<i>Material</i>
½" Chips
Base Course (State Specification)
Base Course (Non-State Specification)
Borrow Dirt

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) EVALUATION CRITERIA

An Evaluation Committee will evaluate all responses; the following factors will be used in making the selection of the qualified Offerors with one thousand (1,000) maximum possible points.

Royalty price per cubic yard and ton. This price will be paid by the Contractor for materials removed from the site.	250 Points
County guaranteed price per cubic yard and ton. This price will be charged to the County for materials sold for County use.	250 Points
Approach for measuring and reporting material types/quantities on site.	200 Points
Approach for reconciling load ticket volumes.	200 Points
Proposed mining and reclamation plan	100 Points
Resident Business/Resident Veterans Business Preference	50/100 Addt'l Points
Required Forms (Appendices A thru F)	Pass/Fail

2) SUBMITTAL REQUIREMENTS

a) NUMBER OF COPIES

- One (1) unbound original;
- Three (3) bound identical copies;
- One (1) PDF copy on a USB Drive.

The original must be marked "ORIGINAL." Each copy, including the electronic copy, must be identical to the original.

b) RESPONSE FORMAT & PROPOSAL ORGANIZATION

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 typewritten material. Legibility, clarity and completeness are essential. The proposal should be as clear and concise as you can make it while still providing the Evaluation Committee with the information addressing the requirements in each of the categories stipulated in the RFP. 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. While compiling your proposal, the following items may be addressed in narrative-style response format. The proposal must be organized in the following manner:

1. Submittal Letter/Introduction

Identify the transmitting company, stating your request for consideration for this solicitation. The letter must contain the following:

- Name of the individual/primary contact and contact information.
- Indicate if the proposal covers all specifications, or to what extent it deviates, with sufficient detail.
- Include any subcontractors you would like the County to consider for approval.
- Address your approach for measuring and reporting material types/quantities on site.
- Address your approach for reconciling load ticket volumes.
- Clearly identify your proposed mining and reclamation plan.
- Indicate any contractual considerations you wish the County to consider.

2. Required Forms

Complete and include Appendices B through F.

c) MAXIMUM PAGE LIMITATION AND EXCLUSIONS

Proposals shall not exceed ten (10) pages in length. Double-sided pages must be numbered separately and will be counted as two (2) pages. Any 11"x17" pages will be counted as two (2) pages and any 24"x36" pages will be counted as four (4) pages. Proposals exceeding the maximum page limitation will be rejected and will not be evaluated. The page limitation will only be increased by addendum. The following pages will be *excluded* from being counted as part of the maximum page limitation:

- | | |
|--------------------------|--|
| 1. Front and Back Covers | 5. Mandatory Forms |
| 2. Title Pages | 6. The agreement, insurance forms, other certifications. |
| 3. Table of Contents | |
| 4. Page Dividers | |

SECTION 4 – REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

Appendix A, 1 page: Notice of Intent to Propose *Due: 03/08/2022*

Appendix B, 1 page: Proposal Cost Form

Appendix C, 1 Page: RFP Response Form

Appendix D, 1 Page: Resident Business/Resident Veterans Business Preference Certification Form

Appendix E, 2 Pages: Campaign Contribution Disclosure Form

Appendix F, 2 Pages: Certification of Offeror/Bidder Regarding Debarment
Certification Regarding Lobbying
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
Trade Restriction Certification

NOTE: Failure to complete and submit Appendices B thru F with your response may result in it being deemed as non-responsive and rejected without further evaluation.

(Remainder of Page Intentionally Left Blank)

**GRANT COUNTY, NM
NOTICE OF INTENT TO PROPOSE**

RFP No: 22-03

RFP Title: Hurley Pit Mining Services

The undersigned agrees that they have received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form by the date and time listed herein. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP addenda that may be issued. Responses submitted without this form on file will be rejected as non-responsive.

This mandatory form must be returned on, or before **03/08/2022**, by **5:00 PM** (Local Time), to:

Randy J. Hernandez, Chief Procurement Officer
Grant County Administration Center
1400 Highway 180 East, Silver City, New Mexico 88061
Email: rhernandez@grantcountynm.gov
Phone: 575-574-0008 Fax: 575-574-0073

FIRM: _____

REPRESENTED BY: _____
Printed Name & Title

ADDRESS: _____

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

TELEPHONE: _____ **FAX:** _____

E-MAIL: _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ Firm **DOES** intend to respond to this RFP OR _____ Firm **DOES NOT** intend to respond to this RFP

Authorized Signature: *Signature of person authorized to sign for your firm.*

Signature

Date

**GRANT COUNTY, NM
PROPOSAL COST FORM**

RFP No: 22-03

RFP Title: Hurley Pit Mining Services

Offeror Name: _____

Royalty Requirement

<i>Material</i>	<i>Proposed Cost Per Cubic Yard</i>	<i>Proposed Cost Per Ton</i>
Sand/Gravel/Other Aggregate	\$	\$
Borrow Dirt	\$	\$
Crusher Fines	\$	\$

Remarks: _____

County Guaranteed Pricing

<i>Material</i>	<i>Price Per Cubic Yard</i>	<i>Price Per Ton</i>
½" Chips	\$	\$
Base Course (State Specifications)	\$	\$
Base Course (Non-State Specifications)	\$	\$
Borrow Dirt	\$	\$

Remarks: _____

**GRANT COUNTY, NM
RFP RESPONSE FORM**

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

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

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

New Mexico CRS Number (if applicable)

**GRANT COUNTY, NM
RESIDENT BUSINESS PREFERENCE CERTIFICATION FORM
RESIDENT VETERAN BUSINESS PREFERENCE CERTIFICATION FORM**

Offeror's Name: _____ hereby certifies the following concerning application of the Resident Business or Resident Veterans Business Preference to this RFP as described in sections 13-1-21 thru 13-1-22 NMSA 1978.

Resident Business/Veteran Business Certificate No: _____

_____ I declare that my firm is eligible to receive the **New Mexico Resident Business Preference** of five percent (5%), equivalent to fifty (50) points, towards my proposal evaluation.

OR

_____ I declare that my firm is eligible to receive the **New Mexico Resident Veterans Business Preference** of ten percent (10%), equivalent to one hundred (100) points, towards my proposal evaluation.

OR

_____ My firm *is not* eligible to receive either of the preferences stated above.

Certification for Preference:

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

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

I understand that knowingly giving false or misleading information on this report constitutes a crime. I declare under penalty of perjury that this statement is true to the best of my knowledge.

Authorized Signature:

Signature

Date

Printed Name & Title

GRANT COUNTY, NM
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.

GRANT COUNTY, NM
CAMPAIGN CONTRIBUTION DISCLOSURE OF CONTRIBUTIONS

Board of County Commissioners

Chris M. Ponce, District 1
Javier Salas, District 2
Alicia Edwards, District 3
Gerald W. Billings, Jr., District 4
Harry Browne, District 5

Elected Officials

Marisa Castrillo, Clerk
Raul Turrieta, Assessor
Mary Ann Sedillo, Probate Judge
Patrick M. Cohn, Jr., Treasurer
Frank Gomez, Sheriff

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 a family member, a representative, or me.

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);

Appendix F (2 of 2)

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 Owner may cancel the contract or subcontract for default at no cost to the Owner.

Company Name: _____

By: _____

Title: _____

Signature: _____

Date: _____