

GRANT COUNTY



REQUEST FOR PROPOSALS

RFP 19-02

PROFESSIONAL SERVICES IN SURVEYING

August 08, 2018

**PROPOSAL DUE:
August 28, 2018
BY 3:00 PM MST**

**PROCUREMENT DEPARTMENT
1400 HIGHWAY 180 E
SILVER CITY, NM 88061**

**CONTACT: JACOB ZAMORA
PROCUREMENT DEPARTMENT
575-574-0003
jzamora@grantcountynm.com**

Table of Contents

I. INTRODUCTION	5
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	5
B. VISION	6
C. SUMMARY SCOPE OF WORK.....	6
D. SCOPE OF PROCUREMENT	6
E. PROCUREMENT MANAGER.....	6
F. DEFINITION OF TERMINOLOGY	7
F. BACKGROUND INFORMATION.....	8
G. PROCUREMENT LIBRARY	8
II. CONDITIONS GOVERNING THE PROCUREMENT.....	9
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	9
1. <i>Issue of RFP</i>	9
2. <i>Pre-Proposal Conference</i>	9
3. <i>Distribution List Response Due</i>	10
4. <i>Deadline to Submit Additional Written Questions</i>	10
5. <i>Response to Written Questions/RFP Amendments</i>	10
6. <i>Submission of Proposal</i>	11
7. <i>Proposal Evaluation</i>	11
8. <i>Selection of Finalists</i>	11
9. <i>Best and Final Offers From Finalists (If Desired)</i>	11
10. <i>Proposal Presentation by Finalists (If Desired)</i>	12
11. <i>Finalize Contract</i>	12
12. <i>Contract Award</i>	12
13. <i>Protest Deadline</i>	12
C. GENERAL REQUIREMENTS	13
1. <i>Acceptance of Conditions Governing the Procurement</i>	13
2. <i>Incurring Cost</i>	13
3. <i>Prime Contractor Responsibility</i>	13
4. <i>Subcontractors</i>	13
5. <i>Amended Proposals</i>	13
6. <i>Offerors' Rights to Withdraw Proposal</i>	13
7. <i>Proposal Offer Firm</i>	13
8. <i>Disclosure of Proposal Contents</i>	14
9. <i>No Obligation</i>	14
10. <i>Termination</i>	14
11. <i>Sufficient Appropriation</i>	14
12. <i>Legal Review</i>	14
13. <i>Governing Law</i>	15
14. <i>Basis for Proposal</i>	15
15. <i>Contract Terms and Conditions</i>	15
16. <i>Offeror's Terms and Conditions</i>	15
17. <i>Contract Negotiations</i>	15

18.	<i>Offeror Qualifications</i>	15
19.	<i>Right to Waive Minor Irregularities</i>	16
20.	<i>Change in Contractor Representatives</i>	16
21.	<i>Agency Rights</i>	16
22.	<i>Right to Publish</i>	16
23.	<i>Ownership of Proposals</i>	16
24.	<i>Electronic Mail Address Required</i>	16
25.	<i>Use of Electronic Versions of this RFP</i>	16
26.	<i>Letter of Transmittal</i>	17
27.	<i>Campaign Contribution Disclosure Form</i>	17

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix F).....	17
(Intentionally left blank)	17

III. RESPONSE FORMAT AND ORGANIZATION	18
A. NUMBER OF RESPONSES	18
B. NUMBER OF COPIES	18
C. PROPOSAL FORMAT AND ORGANIZATION.....	18

IV. SPECIFICATIONS.....	20
A. Information.....	20
1. <i>Agency Resources</i>	20
2. <i>Work Performance</i>	20
3. <i>Level of Effort</i>	20
4. <i>Time Frame</i>	20
5. <i>Other</i>	20
B. Mandatory Specifications	20
1. <i>Offeror’s Company Experience</i>	20
2. <i>Offeror’s Company Past Performance/References</i>	21
3. <i>Offeror’s Proposed Key Personnel Experience and Qualifications</i>	22
4. <i>Offeror’s Key Proposed Personnel Past Performance/References</i>	22
5. <i>Project Plan</i>	22
6. <i>Samples of Work Products/Tools and Techniques</i>	23
7. <i>Proposal Presentation</i>	23
8. <i>Cost</i>	23
9. <i>Financial Stability</i>	23
10. <i>Resident Business Preference</i>	23
11. <i>Resident Veterans Preference</i>	23

V. EVALUATION.....	24
A. Evaluation Point Summary	24
B. EVALUATION FACTORS.....	24
1. <i>Company Experience (100 points)</i>	24
2. <i>Company Past Performance/References (50 points)</i>	25
3. <i>Personnel Experience (200 points)</i>	25

4.	<i>Individual Past Performance/References (75 points)</i>	25
5.	<i>Project Plan (75 points)</i>	25
6.	<i>Work Products/ Tools and Techniques (100 Points)</i>	25
7.	<i>Proposal Presentation Concurrence – Pass/Fail</i>	25
8.	<i>Cost (300 points)</i>	25
9.	<i>Proposal Presentation (100 points)</i>	25
C.	Evaluation Process	26
APPENDIX A	.....	27
APPENDIX B	.....	28
APPENDIX C	.....	37
APPENDIX D	.....	43
1.	Offeror’s Company Experience	45
2.	Offeror’s Company Past Performance/References	45
3.	Offeror’s Proposed Personnel Experience and Qualifications	45
4.	Offeror’s Proposed Key Personnel Past Performance/References	45
5.	Project Plan	45
6.	Samples of Work Products/Tools and Techniques	45
7.	Proposal Presentation	45
8.	Cost	45
9.	Financial Stability (If required)	45
APPENDIX E	.....	46
APPENDIX F	.....	47
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	.....	47

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Grant is requesting proposals for Surveying Services.

The purpose of this Request For Proposals (RFP) is to select an Offeror(s) proposal to provide: Basic and as-needed services including general surveying consultation as defined in a general sense, with duties to include, but not limited to, right-of-way, easements, utilities, drainage, boundary and construction surveying.

The objective(s) of this solicitation are to select an Offeror(s) Proposal and to be considered "Professional Service Provider of Record" specific to the needs of Grant County. The County reserves the right to select multiple contractors for Surveying Services defined by this RFP. The County shall negotiate a multiple-term contract. The initial term of the contract shall be for a one (1) year period.

The County reserves the right to terminate the contract at the completion of one year, or to renew on an annual basis not to exceed a total of four (4) years whichever is determined to be in the best interest of the County.

In the event the County issues a Multiple Award Contract (MAC) the following procedure will take place:

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.

B. VISION

The Agency's vision is to:

N/A

At present, the Agency's capabilities are limited to:

N/A

C. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of Grant County seeking written proposals from qualified surveyors to provide basic and as-needed surveying services including general surveying consultation as defined in a general sense, with duties to include, but not limited to, right-of-way, boundary and construction surveying.

Various types of projects include, but are not limited to:

- A. Right-of-Way Research and Surveying
- B. Easements, Drainage, Maintenance & Utilities
- C. Land Development and Topographic Surveying
- D. Construction Surveying and Staking
- E. Boundary Surveys
- F. Subdivisions
- G. CDBG, Colonias Projects, Water Trust Board & NMDOT

*Surveyor must be registered with the State of New Mexico as a Professional Surveyor (PS)

Offerors must understand that, for each individual project, the County reserves the right to request only an individual phase or all phases listed above as a requirement. Detailed and specific scope of work will be determined by what is in the best interest for the County and most advantageous for the specific project. Services would be for an initial term of one year, with the option to renew annually for up to three additional one-year terms at the County's discretion.

D. SCOPE OF PROCUREMENT

The initial contract(s) shall be for a One (1) year period with the option to renew on an annual basis not to exceed a total of four (4) years whichever is determined to be in the best interest of the County. The County reserves the right to terminate the contract(s) at the completion one (1) year.

E. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement

whose name, address and telephone number is listed below.

Name: **JACOB ZAMORA**
Agency Name: **GRANT COUNTY MANAGER'S OFFICE**
Mailing Address: **PO BOX 898, SILVER CITY, NM 88062**
Phone Number: **575-574-0003**
Fax Number: **575-574-0073**
E-mail: **jzamora@grantcountynm.com**
All deliveries via express carrier should be addressed as follows:

Name: **JACOB ZAMORA**
Agency Name: **GRANT COUNTY MANAGER'S OFFICE**
Street Address, Zip Code: **1400 HIGHWAY 180 E., SILVER CITY, NM 88061**

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. **Offerors may contact ONLY the Procurement Manager regarding this solicitation.** Other County employees do not have the authority to respond on behalf of the County.

F. DEFINITION OF TERMINOLOGY

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

"**Agency**" or "**Purchasing Agency**" means the County of Grant/Grant County.

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the County of Grant whose address follows:

Procurement Department
1400 Highway 180 E.
Silver City, NM 88061

"**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. Key Personnel will include at a minimum the project manager and the Offeror's company executive 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 providing Surveying Services.

"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.

F. BACKGROUND INFORMATION

Grant County purchasing follows NMSA Chapter 13 Public Purchases and Property

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the

www.grantcountynm.com web site.

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

N/A

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Date</u>
1.Issue of RFP	August 08, 2018
2.Pre-Proposal Conference	August 14, 2018 at 3:00 PM MST
3.Acknowledge of Receipt Form Due	August 14, 2018 by 4:00 PM MST
4.Deadline to Submit Additional Questions	August 16, 2018 by 11:00 AM MST
5.Response to Written Questions/RFP Amendments	August 17, 2018 by 4:00 PM MST
6.Submission of Proposal	August 28, 2018 by 3:00 PM MST
7. Proposal Evaluation	August 29 – August 31, 2018
8. Selection of Finalists (If Desired)	August 31 – September 04, 2018
9. Best and Final Offers from Finalists (If Desired)	September 05 – September 06, 2018
10.Proposal Presentation by Finalists (If Desired)	September 07, 2018
11.Finalize Contract (If Desired)	September 10 – 12, 2018
12.Contract Award*	September 18, 2018
13.Protest Deadline (15 Days from day of award)	October 03, 2018

*Tentative

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency and the Procurement Department.

2. Pre-Proposal Conference

A pre-proposal conference will be held on the date indicated in the Sequence of Events beginning at **3:00 P.M. Mountain Standard/Daylight Time** at the following location:

Grant County Administration Building
Commissioners Meeting Room
1400 Highway 180 E
Silver City, NM 88061

Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal, but it is highly recommended that someone attend.

3. **Distribution List Response Due**

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "**Acknowledgement of Receipt Form**" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by 4:00 P. M. on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

4. **Deadline to Submit Additional Written Questions**

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events.

All written questions shall be addressed to the Procurement Manager (See Section I, Paragraph D).

5. **Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments shall be received by the Procurement Manager no later than Five (5) days after the answers and/or amendments were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Professional Service in Surveying Request for Proposals, along with the name of the Offeror submitting the proposal. Proposals submitted by facsimile or email **will not** be accepted.

“Sealed RFP”

"Proposals for Professional Services, RFP 19-02"

THE OFFICIAL TIME WILL BE POSTED IN THE GRANT COUNTY MANAGER'S OFFICE THE DAY OF THE BID OPENING. THE OFFICIAL TIME MAY OR MAY NOT COINCIDE WITH CELLULAR TIME. IT IS YOUR RESPONSIBILITY TO CHECK AND SUBMIT YOUR BID ACCORDING TO THE SPECIFICATION WITHIN THE RFP PACKET. NO EXCEPTIONS.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. **Selection of Finalists**

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors between August 31 – September 04, 2018. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Proposal Presentations (if desired) will be determined at this time.

9. **Best and Final Offers From Finalists (If Desired)**

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

10. Proposal Presentation by Finalists (If Desired)

Finalist Offerors will be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held in the Grant County Commissioners Meeting Room of the Grant County Administration Building, 1400 Highway 180 E., Silver City, NM 88061. Each presentation will be limited to one (1) hour in duration. It shall be the obligation of the Offeror to effectively manage their presentation time.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror between dates indicated in the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, if applicable, and the signed contract; the Chief Procurement Officer will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The award may be subject to additional appropriate governmental approvals, if applicable.

13. Protest Deadline

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

**Chief Procurement Officer
1400 Highway 180 E
Silver City, NM 88061**

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the procurement regulations, procurement policies and procedures, NMSA Chapter 13.

1. **Acceptance of Conditions Governing the Procurement**

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

2. **Incurring Cost**

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

3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. **Subcontractors**

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. **Amended Proposals**

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

6. **Offerors' Rights to Withdraw Proposal**

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

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

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is

submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The venue shall be Grant County.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

The Agency will consider wording changes to Appendix B, Paragraph 2, Scope of Work, Duties and Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the Agency. The Agency is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the 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 this RFP. (See Section I, Paragraph F)

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal. In addition, the Agency reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to the RFP may be retrieved by the Offerors, at their expense, after the expiration of the protest period with the following exception. One complete copy of the selected Offeror's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the County of Grant.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.

26. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

27. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix F).

(Intentionally left blank)

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide One (1) original and Three (3) identical copies of their proposal **Binder 1**, One (1) original and Two (2) copies of their proposal **Binder 2** containing supporting material and/or technical documentation to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

All of the original binders shall be stamped “original”.

C. PROPOSAL FORMAT AND ORGANIZATION

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements.
- b. Table of Contents (Binder 1).
- c. Proposal Summary (optional) (Binder 1).
- d. Response to Mandatory Specifications (Binder 1).
 - 1). Offeror’s Company Experience
 - 2). Offeror’s Past Performance/References
 - 3). Offeror’s Proposed Personnel Experience and Qualifications
 - 4). Offeror’s Key Proposed Personnel References
 - 5). Samples of Work Products
 - 6). Other Value Added Services or Options
 - 7). Proposal Presentation Concurrence
- e. Response to the following Mandatory Specifications (Binder 2).
 - 8). Proposed Hourly Rates by Service Category
- g. Campaign Contribution Disclosure Form (Binder 2).
- h. Response to Agency Terms and Conditions (Binder 2).
- i. Offeror's Additional Terms and Conditions (Binder 2).
- j. Other Supporting Material (Binder 2).

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on

that basis.

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

Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

(Intentionally left Blank)

IV. SPECIFICATIONS

A. Information

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

N/A

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed the following location:

N/A

3. Level of Effort

~~For the purpose of preparing proposals, Offerors are to assume that the work required in the first year of the contract may be approximately [Number] of hours. This is not a guarantee, and the actual work required may ultimately yield more or less than this number indicated. The contractor shall perform services in accordance with the approved project plan which shall indicate the level of effort to be performed both on-site and off-site.~~

4. Time Frame

The contract is scheduled to begin on or approximately in October 2018. The initial contract deliverables will be on a project by project basis and will be completed on a project by project basis.

5. Other

N/A

B. Mandatory Specifications

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are **MANDATORY**. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Offeror's Company Experience

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to Surveying Services.

- a. Offerors shall include an overview the company including a summary the company history including the company history of subcontractors, if applicable. The overview shall include type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b. Offerors should include in their proposals documentation describing the extent of their knowledge, experience, and expertise as a provider of professional services for Surveying.
- c. Offerors should include in their proposals documentation of the extent of their knowledge regarding the following specific technologies.
- d. Offerors should thoroughly describe the applicability and availability of qualified resources that may be employed for the project..
- e. Offerors should include their proposal copies of appropriate professional certifications and/or other documented credentials.

2. Offeror's Company Past Performance/References

Offeror's proposals shall include Three (3) external references from clients who are willing to validate the Offeror's past performance on similar contracts. The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the products and services provided and dates the products and services were provided.

At least **ONE** of the references for the proposed professional services must be from a site of comparable or larger size where surveying professional services have been provided. If a subcontractor is going to provide any percentage of the proposed professional services, past performance references shall also be provided in the proposal. Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance.

3. Offeror's Proposed Key Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed Key Personnel, see Section I paragraph F Definitions, who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the Key Personnel members in relation to the role that member will perform for this contract. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements as follows:

- a. Proposed personnel member shall have be registered with the State of New Mexico as a Professional Surveyor (PS).

4. Offeror's Key Proposed Personnel Past Performance/References

Offeror's shall include Three (3) external client reference who are willing to validate the individual's past performance on similar engagements for each proposed Key Personnel, see section I paragraph F, Definitions .

The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the products and services provided and dates the products and services were provided.

Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating past performance of their key personnel.

5. Project Plan

Offerors shall submit a thorough project plan as part of the proposal. At a minimum, the project plan shall include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task. The plan should clearly differentiate the on-site versus off-site services hours as well as Agency resources versus Offeror resources.

6. Samples of Work Products/Tools and Techniques

Offerors shall provide samples of relevant work products provided to previous clients. Samples of the work products should be included in Binder 2 of their proposals. Offerors shall provide a thorough description of any tools and or proven techniques that may be employed for surveying services.

7. Proposal Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed Key Personnel members identified by the Evaluation Committee in the finalist notification letter at the proposal presentation. A statement of concurrence is required.

8. Cost

Offerors shall propose two firm, fixed, fully-loaded hourly rates per service category on the Proposed Hourly Rate Form in Appendix C. The on-site firm, fixed, fully-loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed on-site fully-loaded hourly rates shall include travel, per diem. Both hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

The service categories are as follows:

9. Financial Stability

~~Offerors shall submit with their proposal an independently audited financial statement from the most recent year, as well as those for the preceding year if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. D & B Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror. Offerors shall provide additional financial documents upon request by the Procurement Manager.~~

10. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

11. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (100 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

FACTOR	POINTS AVAILABLE
1. Company Experience	100
2. Company Past Performance /References	50
3. Proposed Key Personnel Experience	200
4. Key Personnel Past Performance/References	75
5. Project Plan	75
6. Sample Work Products/Tools or Techniques	100
7. Proposal Presentation Concurrence	No Points
8. Cost	300
9. Proposal Presentation	<u>100</u>
SUBTOTAL	1000
ADDITIONAL OPTIONAL POINTS	
Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate OR Resident Veterans Certificate	
Resident Business Preference	50
Resident Veterans Preference	<u>100</u>
TOTAL	1100

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Company Experience (100 points)

- a. Company information – (No Points)
- b.. Experience - Up to 35 point will be awarded based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.
- c. Knowledge – Up 35 points will be awarded based upon an evaluation of the extent of their documented knowledge of any technology for the project.
- d. Resources - Up to 15 points will be award based upon an evaluation of the applicability and availability of the Company resources that may be employed for the project.
- e. Certifications - Up to 15 points will be award based upon an evaluation of the applicability of provided certifications or other credentials to meet the needs of the project.

2. Company Past Performance/References (50 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

3. Personnel Experience (200 points)

Points for personnel experience will be awarded based upon an evaluation of each staff member's experience as it relates to their proposed role and the needs of this contract.

4. Individual Past Performance/References (75 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract. Note: points are awarded based upon the responses to the Past Performance Questionnaires.

5. Project Plan (75 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed on-site and off-site as well as the division between Agency resources versus Offeror resources.

6. Work Products/ Tools and Techniques (100 Points)

Up to 50 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.

Tools/Techniques – Up to 50 points will be award based upon an evaluation of the applicability of any proposed tools and/or techniques to be used for the project.

7. Proposal Presentation Concurrence – Pass/Fail

8. Cost (300 points)

For the purpose of evaluating proposals, the following formula shall be used for the calculation of average hourly rate:

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

$$\frac{\text{Lowest Responsive Offer Average Hourly Rate}}{\text{This Offeror's Average Hourly Rate}} \times 300 = \text{Award Points}$$

9. Proposal Presentation (100 points)

Points for the proposal presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical or application knowledge, experience with similar engagements and the quality of the responses to questions

will be the principle criteria for the evaluation. Proposed tools and/or techniques will be evaluated based upon the applicability to the project.

Additional Optional Points:

Resident Business Preference – Fifty points will be awarded if the proposal contains a copy the Taxation and Revenue Department’s resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

Resident Veterans Preference – One hundred points will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident veterans businesses with annual revenues of \$3M or less shall receive 100 points.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

APPENDIX A
REQUESTS FOR PROPOSALS
PROFESSIONAL SERVICES IN SURVEYING
ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 4:00 P. M. on August 14, 2018. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

JACOB ZAMOTA
GRANT COUNTY
1400 HIGHWAY 180 EAST, SILVER CITY , NM 88061
PHONE NO.: 575-574-0003
FAX NO. 575-574-0073
E-MAIL: jzamora@grantcountynm.com

APPENDIX B

Contract Terms and Conditions

[Governmental Entity Name]
PROFESSIONAL SERVICES CONTRACT
FOR
[RFP Title]

THIS AGREEMENT is made and entered into by and between the [insert Purchasing Agency Name] [Governmental Entity Name], herein after referred to as the "Purchasing Agency", and [insert contractor name] 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 [Name or Title].
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be [Name or Title].
- 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:

[insert detail statement of work including deliverables]

Duties and Responsibilities:

[insert Contractor duties and responsibilities]

[insert Purchasing Agency duties and responsibilities]

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement:
[insert the names of contractor personnel and consultant classification from the contractor's proposal]

3. Work Environment

[insert location and facilities that will used in the

performance of the scope of work. List all Purchasing agency supplied resources and facilities including computer resources to be used, if any]

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 _____() days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the [Contract Administrator or 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 _____() 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.

Service Category	Rate Per Hour On-Site	Rate Per Hour off-Site
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
- c. Compensation - The total compensation under this Agreement will not exceed [insert \$]. The Contractor shall not be reimbursed for any travel or per diem expenses. 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 perfumed. 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 - The Purchasing Agency shall provide Contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. The Contractor shall provide Contractor personnel with any required personal computer equipment and software and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency. [insert any additional provisions]

5. Term

This Agreement shall begin on date approved by the [insert governing authority name] and end on [insert date]. [insert renewal options from RFP here, if any]. This Agreement including all extensions and renewals shall not exceed [number] calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least [insert number of days] 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 STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

7. 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 [Governing Entity Name]. 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 [Governing Entity Name] 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.

8. 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 and the [Governing Entity Name] .

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Contract Administrator. The following subcontractor(s) have been approved to supply resources for this Agreement _____.

10. 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, [Governing Entity Name], 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.

11. 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.

The Purchasing Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

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

13. 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.

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the [Governing Entity Name] 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.

[Note: The following paragraph is for software development contracts only]

The source code to any custom-developed software under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to the Project Manager on media of the Project Manager's choice no later than the termination date of this Agreement.

15. 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.

16. 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, the Contractor, the Chief Procurement Officer and [List additional parties, if any].

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written

consent of the Contract Administrator. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

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 [State Name], pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of [State Name], 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 [Governing Entity Name] and its agencies and employees harmless and shall indemnify the [Governing Entity Name] and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for 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 [State Name]. Proper venue for legal action regarding this agreement shall be in the county of [County Name].

22. Limitation of Liability

The Contractor's liability to the Purchasing Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Purchasing Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this Agreement or to damages resulting from

personal injury caused by the Contractor's negligence.

23. 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.

24. 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 six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

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. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Purchasing Agency.

27. 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.

1. 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 \$1,000,000.00, with Owner listed as an additional named insured under the policy.

2. 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.

3. 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 (15) days of receiving notice of such cancellation.

4. 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.

5. Owner's Liability: The Owner will assume liability for the perils of fire, lighting, extended coverage as called for, and in addition will provide coverage for vandalism and malicious mischief (Builder's Risk Insurance). The Owner's insurance is subject to a deductible on all losses. The Contractor shall assume liability for the deductible and for glass breakage.

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

County of Grant

(County Manager)

(Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

BY: _____
Chief Procurement Officer

BOARD OF GRANT COUNTY COMMISSIONERS

Gerald W. Billings Jr., Chairman

Alicia Edwards, Vice Chair

Gabriel Ramos, Member

Brett Kasten, Member

Harry Browne, Member

ATTEST:

Marisa Castrillo, County Clerk

[SEAL]

APPENDIX C
ADDITIONAL FORMS

PROPOSED HOURLY RATES FORM

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP.

SERVICE CLASSIFICATION MAXIMUM HOURLY RATES

ON-SITE

- 1. _____
- 2. _____
- 3. _____

Offeror Name: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is
(title) _____ of (organization)

who submits herewith to the County of Grant, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Grant, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Grant, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this BID been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

RELATED PARTY
RFP 19-02

1. Are you indebted to or have a receivable from any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Grant?

Yes _____ No _____

If yes, in what capacity: _____

2. Are you, or any officer of your company related to any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Grant and have you had any of the following transactions to which Grant County was, is to be, a party?

Yes No

Sales, Purchase or leasing of property? _____ _____

Receiving, furnishing of goods, services
or facilities? _____ _____

Commissions or royalty payments _____ _____

3. Does any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Grant, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Grant?

Yes _____ No _____

If yes, in what capacity: _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Grant?

Yes _____ No _____

If yes, in what capacity: _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Grant?

Yes _____ No _____

If yes, in what capacity: _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title): _____

APPENDIX D
MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

Yes / No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <ol style="list-style-type: none"> 1. Binder 1 - One (1) original and four (4) identical copies of their proposal; 2. Binder 2 - One (1) original and two (2) copies of the response to additional business specifications; 3. Binder 3 - One (1) original and two (2) copies of other supporting materials; and 4. Two (2) labeled Compact Disks (CD) containing the contents of Binder 1 and Binder 2. <p>The original binders shall be marked “ORIGINAL”.</p>

Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u></p> <p>All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.</p> <p>The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.</p> <ol style="list-style-type: none"> a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements. b. Table of Contents (Binder 1). c. Proposal Summary (optional) (Binder 1). d. Response to Mandatory Specifications (Binder 1). <ol style="list-style-type: none"> 1). Offeror's Company Experience 2). Offeror's Past Performance/References 3). Offeror's Proposed Personnel Experience and Qualifications 4). Offeror's Key Proposed Personnel References 5). Samples of Work Products 6). Other Value Added Services or Options 7). Proposal Presentation Concurrence e. Response to the following Mandatory Specifications (Binder 2). <ol style="list-style-type: none"> 8). Proposed Hourly Rates by Service Category 9). Financial Stability g. Campaign Contribution Disclosure Form (Binder 2). h. Response to Agency Terms and Conditions (Binder 2). i. Offeror's Additional Terms and Conditions (Binder 2). <p>Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.</p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.</p>
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	<p style="text-align: center;"><i>SPECIFICATIONS</i> <i>(Mandatory)</i></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes / No	1. <u>Offeror’s Company Experience</u>
Yes / No	2. <u>Offeror’s Company Past Performance/References</u>
Yes / No	3. <u>Offeror’s Proposed Personnel Experience and Qualifications</u>
Yes / No	4. <u>Offeror’s Proposed Key Personnel Past Performance/References</u>
Yes / No	5. <u>Project Plan</u>
Yes / No	6. <u>Samples of Work Products/Tools and Techniques</u>
Yes / No	7. <u>Proposal Presentation</u>
Yes / No	8. <u>Cost</u>
Yes / No	9. <u>Financial Stability (If required)</u>

**APPENDIX E
LETTER OF TRANSMITTAL FORM**

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization (s): **(Proposed Contractor)**

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). **(Proposed Contractor)**

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

3. For the person (s) to be contacted for clarifications:

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
E-Mail Address _____

4. List Proposed Subcontractors: _____

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

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

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

I agree that this proposal is binding and firm for a period of ninety (90) days after the due date for receipt of proposals.

_____, 20__
Name: (Type Name)

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

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)