

County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



Electrician Services Contract
RFP No. 14-028

Proposal Deadline: Friday,
June 27, 2014, @ 3:00 P.M.

Procurement Agent: Ginger Herndon

COUNTY OF OTERO
RFP # 14-028

NOTICE OF REQUEST FOR PROPOSALS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: ELECTRICIAN SERVICES CONTRACT
RFP NO: 14-028
OPEN: JUNE 27, 2014 @ 3:00

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL (gherndon@co.otero.nm.us)

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NM 88310

HAND CARRIED

PURCHASING OFFICE
1101 NEW YORK AVE, ROOM 118
ALAMOGORDO, NM 88310

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

NOTE: *USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY*

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE ***CONTAINING THREE (3) PROPOSAL COPIES AND ONE (1) ORIGINAL*** MUST BE SEALED AND THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). PROPOSAL NUMBER ASSIGNED BY THE COUNTY TO THE REQUEST FOR PROPOSALS
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL OR SUBSEQUENT ADDENDA

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL BE ACCEPTED

PART 1-PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION

1. CLARIFICATION- Any inquiries or requests regarding clarification of this procurement Documents shall be submitted to the Procurement Office in writing. Contact information is Ginger Herndon, 1101 New York Ave., Room 118, Alamogordo, NM 88310 or gherndon@co.otero.nm.us Offerors may contact ONLY the Procurement Officer regarding the terminology stated in the procurements documents. Other County employees do not have the authority to respond on behalf of the County.

1.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposal, except and Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposal.

2. DEFINITIONS- This section contains definition that are used throughout this procurement document, including appropriate abbreviations:

"Agency" Otero County

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

"Contractor" means a successful Offeror.

"Determination" means the written documentation of a decision of a 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 County Management 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 Board of County Commission and/ or County Manager for contract award. It contains all written determinations resulting from the evaluation.

"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.

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

"Purchase Order" means the document which directs a contractor to deliver items of tangible personal property or service pursuant to an existing contract.

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

"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.

3. EXCEPTIONS- Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

4. IRREGULARITIES - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposer submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

5. COST – All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with the procurement and any negotiations with the County will be borne by the Proposer.

6. NO OBLIGATION – This procurement in no manner obligates Otero County until a valid signed contract is executed.

7. INCOMPLETE RESPONSES – The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

8. NEGOTIATIONS – Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. The County reserves the right to discontinue negotiations with any selected Proposer.

9. COMPETITION – In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

10. PROPOSAL DISCLOSERS - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing 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.

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

11. REJECT ALL - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

12. SOLE INTERPRETER – Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

13. RFP RESPONSES - By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

14. CONTACTS - Offerors **MAY NOT** contact other Otero County Departments, the Otero County Manager or his staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

15. CONTRACTS - The contract between Otero County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal including best and final offer will be incorporated into and become part of the contract.

15.1 Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County 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 County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

15.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

16. PROTESTS Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13 -1-172 NMSA 1978).

16.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (13-1-173 NMSA 1978).

16.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

16.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

A. state the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 3-1-183 NMSA 1978.

16.4 A copy of the determination issued under 13 -1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

17. PIGGY BACK" 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 Otero County.

18. GROSS RECEIPTS TAX - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

19. BRIBES, GRATUITIES AND KICK-BACKS - Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

20. COLLUSION - No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

21. APPROPRIATIONS - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

22. DEBARMENT & SUSPENSION - The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

23. EQUAL OPPORTUNITY - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post inconspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

24. PROPOSAL AWARD -The County reserves the sole right to:

24.1 Determine responsible Proposers and responsive proposals.

- a) Responsible Proposer: A Proposer 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 construction described in the Request for Proposal.
- b) Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

24.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

25. INSURANCE REQUIREMENTS - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained

25.1 General Conditions

a) *For the duration of the contract* and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein. Any claims made coverage's shall be maintained for two years after the substantial completion. All insurance shall be written to conform to the requirements below.

b) Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the Owner. The County reserves the right to request a copy of the Contractor's insurance policies.

25.2 The certificate of insurance shall reflect that:

- a) All required insurance is in effect.
- b) The county shall be an additional insured on the Contractor's general liability policy with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- c) The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d) The general liability insurance of the Contractor shall be primary insurance and any insurance or self-insurance of the County shall be excess and not contributory insurance.
- e) If for any reason, any material change occurs in the coverage during the course of the contract,

such change will not become effective until 30 days after the Owner has received written notice of such change.

25.3 Contractor shall obtain insurance of the types described below from an insurer with an A. M.

Best rating of not less than A-VIII and authorized to do business in the State of New Mexico:

- a) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
- b) Workers' Compensation Insurance as required by the State.
- c) Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage.
- d) Professional Liability Insurance specific to the Contractor's profession.

25.4 Limits Required - Contractor shall maintain the following insurance limits:

- a) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- b) Workers' Compensation Insurance with limits as required by Statute.
- c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per accident.
- e) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

25.5 Subcontractors - The Contractor shall:

- a) Include all subcontractors as insured under its policies or, shall furnish separate certificates and endorsements for each subcontractor to the Owner.
- b) The Subcontractors' Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and \$1,000,000 products- completed operations aggregate limit.

PART 2 – PROJECT DESCRIPTION

The County of Otero is soliciting Request for Proposals (RFP's) No. 14-028 for **ELECTRICIAN SERVICES COUNTY WIDE**. If you have the experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

QUALIFICATIONS

1. Firms must be in business for at least (5) years.
2. All electricians selected to perform work for this contract must be a licensed Journeyman or Master Electrician and must have a minimum of three (3) years' experience.
3. The vendor response document must include a list of all applicable electricians and any applicable licenses and/or certifications they possess to allow the County to properly evaluate their experience and qualifications.
4. The County prefers that the electricians proposed are directly employed by the Contractor. If subcontractors are to be used in the performance of any of the services required they are to be identified in your response document and must meet the qualifications noted herein. If subcontractors are used. If awarded contract, Contractor must obtain prior approval before using any subcontractors not identified in your response.

SCOPE OF SERVICES:

Contractor shall provide a variety of electrical services on an as-needed, on-call basis. Typical work to be performed under the resulting agreement will include, but not be limited to the following types of services:

- a. Troubleshooting and repairing electrical problems
- b. Installs, maintains and repairs electrical power, transmissions

The responsibilities of Contractor include, but shall not be limited to, the following.

Contractor shall provide all supervision, labor, tools, and equipment to perform electrical services on a variety of electrical jobs at various County-owned facilities.

On any response to a service call, the electrician will record the work. The work ticket will show the time spent on the job, work performed and all materials or subcontractors used to the service call.

Contractor's employees are to report any safety hazards, evident misuse or damage to the equipment or environmental problems directly to the County.

Any shutdown of service and/or utilities must be approved and scheduled with Otero County Building and Grounds Supervisor

The Contractor shall be responsible for the removal of all debris and trash before leaving the work area.

RESPONSE TIMES

Emergency Request: Contractor shall be available for emergency calls on a twenty-four (24) hour basis, seven days a week. If call is not a live individual, i.e., page, answering machine or service), it must be acknowledged within 30 minutes. Once acknowledged, Contractor must begin working on the problem within two (2) hours during regular and off hours (Monday-Saturday 7:00 AM thru 11:59) and within four (4) hours on Sundays and Holidays. If the Contractor fails to comply with these response times during the term of the agreement,

Non-Emergency Request: Contractor shall respond within two (2) hours unless otherwise discussed with the County, to calls for non-emergency service during normal working hours (7:00 AM to 4:00 PM). Contractor shall examine and inspect each job and advise County as to labor required and type and quantity of materials required for each job.

STANDARDS OF PERFORMANCE/EXPECTED OUTCOMES

The Otero County Building and Grounds Supervision will monitor contract performance for the following. Failure to satisfy these requirements may be cause for termination of this contract.

Only qualified electricians will respond to requests for services.

Acknowledgement of request for services will be made in accordance with the response times identified above. Diagnostics or repairs will begin within the identified time limits.

Once started, repairs are completed in a timely and professional manner and shall continue without interruption until completed. As most services will be on a time and materials basis, Contractors may be audited to ensure hours are accurate.

CONTRACTUAL REQUIREMENTS

Contractor shall possess and keep in force all licenses and State Certifications on all Electricians and be licensed in the State of New Mexico and permits required to perform the services of this agreement.

Travel time, truck charges and/or trip (mileage) charges will not be allowed for any services performed under this agreement.

All work performed under this contract shall meet all applicable requirements of the latest revisions of the Mechanical, National Electrical Code, Unified and International Building and Plumbing Codes of the State of New Mexico.

Contractor shall be solely responsible for the safety of Contractor's employee and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.

Contractor must comply with all federal and state safety regulations including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.

Contractor warrants that products it furnishes conform to the requirements specified, are UL listed, meet or exceed Code, and are of good merchantable quality and suitable for the purpose intended.

The Contractor shall unconditionally guarantee the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. All parts/materials used in the performance of this contract must be new unused and, at a minimum, include a one year warranty.

Contractor shall warrant all services provided to the extent the resulting work product shall remain functional and in good order for a minimum of one year from the date of acceptance. The date of acceptance shall be defined as the date of the final payment for the work.

Contractor shall assume full responsibility of damage to County property caused by Contractor's employees or equipment as determined by designated County personnel.

TERM/PRICING/PAYMENT PROCESS

The term of this agreement will be for one (1) year with the option to renew and additional three (3) years, each year being contingent upon successful performance in the prior year.

PRICING

LABOR: This is a cost per hour to provide all services, pricing should be provided for the following categories:

- a. Cost per hour for work performed between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.
- b. Cost per hour for work performed between the hours of 4:01 p.m. and 6:59 a.m., Monday through Friday and all day Saturday until 11:59 p.m. (overtime).
- c. Cost per hour for work performed between the hours of 12:00 a.m. through 11:59 p.m. on Sundays and County observed holidays.

Quotes will be a firm fixed not exceed cost, inclusive of all labor, materials, supervision, ect. No additional cost will be allowed unless during the course of the project something that could not have been reasonably known when creating the quote is discovered.

MATERIALS: County reserves the right to furnish all or a portion of the electrical materials required for a job, or to request Contractor to supply the materials.

- a. **Materials and supplies provided by County.** County reserves the right to purchase and deliver required materials and supplies to the job site. There shall be no charge for materials or handling by Contractor.
- b. **Materials and supplies provided by Contractor.** If Contractor procures materials and supplies, County shall reimburse Contractor for actual cost of materials, including sales tax. Documentation of such material cost, such as copies of invoices for the materials or other valid documentation shall be furnished with the invoice to the County. Note: Contractor will be allowed a 5% markup over vendor cost. The 5% markup will not apply to taxes and/or shipping and handling cost. The cost to the County for materials will be noted on all invoices.

PAYMENT: Payment for time and material services will be made for all work completed upon receipt of a properly documented invoice and acceptance for services. Attached to the invoices for time and materials services should be copies of all approved job tickets.
The invoice must specifically note the amount of hours worked, the hourly rate and the total cost for services.

METHOD OF AWARD

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors defined herein. Failure of the Offeror to provide any information requested in this Request for Proposals may result in disqualification of the proposal and shall be the sole responsibility of the Offeror. The County is anticipating a single source award, however, the County reserves the right to multiple source award if it is determined to be in the best interest of the County.

CAMPAIGN CONTRIBUTION FORM

In accordance with Appendix C, Offerors must comply with 13-1-191.1 pertaining to the disclosure of campaign contributions to an applicable public official of a local public body.

Offeror(s) shall submit the “Campaign Contribution Disclosure Form” with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. (MUST BE SIGNED)

3.1 CRITERIA AND POINT VALUES

3.1.1 Proposals must address each of the following criteria. Each proposal may be awarded percentage point up to the amount listed in parentheses.

	<u>Suggested Points</u>
3.2 EXPERIENCE OF FIRM Experience and knowledge of bidder.	[15]
3.3 EXPERIENCE OF PERSONNEL That will be performing the work	[40]
3.4 RESPONSE TO SCOPE OF SERVICES	[15]
3.5 COST	[30]
 TOTAL POSSIBLE POINTS	 [100]

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #14-023

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Otero, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Otero, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Otero.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Fed ID No.: _____

Signature: _____
& Date

Name (type/print): _____

Title: _____

Email: _____

Telephone: (_____) _____ **Fax No:** (_____) _____

Date: _____ -

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.
9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.

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

12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

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. MUST BE SIGNED

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)

RFP NO: #

CONTRACT NO:

COST ACCOUNT: MISC.

**OTERO COUNTY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this ___day of ___by and between Otero County hereinafter referred to as "County" and, hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following professional services to the County:

Provide services in strict accordance to, hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of, or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER _____ , 0 per diem at the rate of \$ 0 , per 0 for 0 , plus mileage at the rate of \$ 0 per mile for \$ 0 miles, plus \$ 0 per copy \$ 0 of other expenses such compensation per diem, mileage, and other expenses not to exceed \$ 0 in total payable in 0 by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, THE COUNTY SHALL PAY APPLICABLE TAXES.

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated Auditor. The County shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin _____, and renewable on an annual basis and terminated on _____ unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) 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.

6. 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 the prior written approval of the County.

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. 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.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

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

12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs, receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

By: _____
Chairman Susan Flores
Date: _____

Attorney: _____
Daniel Bryant
Date: _____

CONTRACTOR:

By: _____
Name; Type or Print

Signature
Date: _____

Mailing Address:

ATTEST:

Denise Guerra, Clerk

TELEPHONE: () _____
FAX-() _____

FEDERAL ID# _____

APPENDIX A

PROPOSAL CHECKLIST OTERO COUNTY / PURCHASING DEPARTMENT

Did You:

- ☞ Include One (1) original and 3) three copies of the proposal
- ☞ Fill Out and Sign The Campaign Contribution Form
- ☞ Acknowledge all addenda
- ☞ Review all clarifications/questions/answers
- ☞ Complete the Signature Form

Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave. Room 118, Alamogordo, NM 88310 on or before 06/27/ 2014 at 3:00 pm (local time).

- ☞ Clearly mark your proposal **RFP 14-028 ELECTRICIAN opened 06/27/2014 @ 3:00 pm** on the front of the envelope.
- * If not completed as required, your proposal may be deem non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal.