

# COUNTY OF OTERO, STATE OF NEW MEXICO



## INVITATION TO BID (ITB) FOR ON-CALL PLUMBING SERVICES OTERO COUNTY

RFP #18-009  
NIGP CODE 91060

Bid Deadline: Thursday, August 24, 2017  
@ 3:00 P.M.

Procurement Agent: Ginger Herndon

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

**TITLE: ON-CALL PLUMBING SERVICES CONTRACT**

**RFP: 18-007**

**OPEN: 08/24/17 @ 3:00 (Local Time)**

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT

PHONE: (575) 434-0710 EMAIL: [gherndon@co.otero.nm.us](mailto: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**

OFFICE OF THE PURCHASING AGENT  
1101 NEW YORK AVE., ROOM 118  
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED. PLEASE USE THE ENCLOSED MAIL LABEL ON THE OUTSIDE OF YOUR ENVELOPE.

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

## **GENERAL INFORMATION/PROJECT DESCRIPTION**

The County of Otero is soliciting Request for Proposals (RFP's) No. 18-009 for **ON-CALL PLUMBING 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.

In order to adequately supply the committee members involved in reviewing the RFP's and making the selection, we are requesting **one (1) original and three (3) copies** of the RFP to be submitted. Make certain you address all items requested to ensure a responsive submittal.

## **QUALIFICATIONS**

1. Firms must be in business for at least (5) years.
2. Contractor shall employ at least one (1) full time licensed master plumber with at least five (5) years' experience in the trade to perform the work.
3. The vendor response document must include a list of all applicable plumbers 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 plumbers 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 plumbing services on an as-needed, on-call basis

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

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

On any response to a service call, the plumbers 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. Failure to satisfy these requirements may be cause for termination of this contract.

Only qualified plumbers 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 Plumbers 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 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, meet or exceed Code, and re 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, etc. 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 plumbing materials required for a job, or to request Contractor to supply the materials.

- a. **Materials and supplies provided by County.**
- b. 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 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

## **DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

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

"County" means the County of Otero, State of New Mexico.

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

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

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

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

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

"Procuring agency of the County" means the department or other subdivision of the County of Otero that is requesting the procurement of services or items of tangible personal property.

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

"Purchasing" means the County of Otero Purchasing Office or the Otero County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Otero.

"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 required information and data to prove that their 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 called for in this 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 and delivery requirements.

## **RESIDENT/ VETERAN BUSINESS PREFERENCE**

### 1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference

certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

## 2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

## 3. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 4:00 PM MDT ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “Legal Services for Otero County RFP”, should reference “RFP #16-001 and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

## 3. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option 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.

## 4. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation



Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

#### 5. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

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

#### 6. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Otero County Purchasing  
Attn. Ginger Herndon, County Purchasing Agent  
1101 New York Ave., Room 118  
Alamogordo New Mexico 88310

NOTE: Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) Otero County Purchasing Policy.

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

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). 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 or negotiation associated with their 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 County. The County will only make contract payments to the prime contractor.

### **4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

### **5. Amended Proposals**

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

### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request 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 the due date for the receipt of a best and final offer, if one is solicited.

#### 8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be opened to public inspection until after a contractor is selected and a contract is awarded

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval 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 County determines such action to be in the best interest of the County.

#### 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 County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

#### 12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must 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 of New Mexico.

#### 14. Basis for Proposal

Only information supplied by the County 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 County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the County 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 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 County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to 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 in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements 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 County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

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

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Otero.

28. Electronic mail address required

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

**III. RESPONSE FORMAT AND ORGANIZATION**

**A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

**B. NUMBER OF COPIES**

Offerors shall deliver one (1) original and three (3) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

### **C. PROPOSAL FORMAT**

All proposals must 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.

#### 1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form\* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form\* (See Appendix E) i
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3 below)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses

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

A 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.

#### 2. Letter of Transmittal Form

The Letter of Transmittal Form **must** be completed, signed and included with the Offeror's proposal.

#### 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

#### 2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

### B. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### 2. Experience of Company (150)

*Experience and knowledge of bidder*

#### 3. Experience of Personnel (150)

*Experience of personnel performing the work*

#### 4. Cost

#### 5. Campaign Contribution Disclosure Form Pass or fail

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Otero are BCC Chair Janet White; BCC Vice-Chair Susan Flores; Commissioners Lori Bies, Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge Latanya Boyce; Sheriff Benny House and Treasurer Laura Whiteside

**SECTION C. - EVALUATION**

The following is a summary of evaluation factors with the corresponding weight given to each factor, mandatory item or category. These, along with the general requirements, will be used in the evaluation of Offerors' proposals.

	<b>CRITERIA STATEMENT</b>	<b>MAXIMUM PT.</b>
	<b>EXPERIENCE OF COMPANY</b>	<b>150</b>
	<b>EXPERIENCE OF PERSONNEL</b>	<b>150</b>
	<b>COST</b>	<b>200</b>
	<b>TOTAL WITHOUT PREFERENCE</b>	<b>500</b>
	<b>VETERANS PREFERENCE</b>	<b>50</b>
	<b>TOTAL WITH PREFERENCE</b>	<b>550</b>

An evaluation committee will judge the merits of each proposal in accordance with the evaluation factors defined herein. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and will be the sole responsibility of the Proposer.

Otero County reserves the right to conduct an interview with finalists responding to this RFP. However, contracts may be awarded without such interview



## **SECTION D. - SUBMITTAL FORMAT**

As of the date specified in the Dates section for the proposals to be due, the vendor must submit the following and in the following order:

1. Completed Cover Letter - Transmittal Form (see Part III – Required Forms)

One original

Three copies

2. Narrative Written Response (See Requirements Section B. above)

3. Cost Proposal (see Part III – Required Forms)

4. References

5. Executed Contract Section II Forms (See Part III – Required Forms)

Attachment C – Campaign Contribution Disclosure Form

Attachment D – Related Party Disclosure Form

Attachment E – Certification Regarding Debarment & Suspension

Attachment F - Non-Collusion Affidavit

6. Other Documents checked as required in the Checklist. (See Part III)

7. The sealed package which contains the proposals must note the following prominently on the outside of the package in addition to address or mailing labels:

Vendor name

RFP name

Proposal due date and time

I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.

I concur, as applicable, to FOB Point: Destination, Alamogordo, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.

---

Authorized Signature Date

**ATTACHMENT A**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

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

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Sec

\_\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP

**Contract Section II -**

**PAYMENT SCHEDULE ATTACHED TO THIS SHEET**

Organization Name: \_\_\_\_\_ Date: \_\_\_\_\_

**LABOR: THIS IS A COST PER HOUR TO PROVIDE ALL SERVICES, PRICING SHOULD BE PROVIDED FOR THE FOLLOWING CATEGORIES:**

**PLEASE INCLUDE A COST PER HOUR FOR WORK PERFORMED 7:00 AM TO 4:00 PM MONDAY THROUGH FRIDAY**

**COST PER HOUR FOR WORK PERFORMED BETWEEN HOURS 4:01 PM TO 6:59 AM MONDAY THROUGH FRIDAY AND ALL DAY SATURDAY UNTIL 11:59 PM**

**COST PER HOUR FOR WORK PERFORMED BETWEEN HOURS 12:00 AM THROUGH 11:59 PM SUNDAYS AND COUNTY OBSERVED HOLIDAYS**

**ATTACHMENT B**

**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 Otero, 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 Otero, 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 Otero, 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 \_\_\_\_\_

## ATTACHMENT C

### Resident Veterans Preference Certificate

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

**Please check one box only**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\* (Date)

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

**Veterans Preference No:** \_\_\_\_\_ **Enclose copy**

## ATTACHMENT D

### 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: **Board Of County Commissioners: Susan Flores, Janet, Lori Bies Assessor Steve Boyle; Clerk Robyn Holms; Probate Judge Latanya; Treasurer Laura Whiteside; Sheriff Benny House**

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)

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Purpose of Contribution(s)

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(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



**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

## ATTACHMENT E

### PROPOSAL CHECKLIST

#### Did You:

- Include One (1) original and (3) three copies of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form.
- Fill Out and sign the Resident Veterans Preference form
- Fill Out and Sign the Campaign Contribution Form
- Acknowledge all addenda
- Review all clarifications/questions/answers
- Fill Out and Sign the Signature Sheet
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before Thursday, August 24, 2017 @ 3:00 pm
- Clearly mark your proposal with RFP **18-009 PLUMBER SERVICES CONTRACT, DATE AND TIME OF OPENING** 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

**OTERO COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH \_\_\_\_\_**  
**FOR ON-CALL PLUMBING SERVICES**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between Otero County hereinafter referred to as "County" and \_\_\_\_\_ hereinafter referred to as "Contractor".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

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

\_\_\_\_\_.

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement

**WHEREAS**, pursuant to NMSA 1978 Sections 13-1-153 of the Procurement Code, a request for proposals was issued for a multiple source award for plumbing services was completed through RFP 18-009

**NOW, THEREFORE**, it is agreed between the parties:

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 per RFP 18-009 , \_\_\_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 statues impose felony penalties for illegal bribes, gratuities, and kick-backs. Receiving a bribe by a public officer of 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.

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY:**

By: \_\_\_\_\_  
Chairman Janet White

Date: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Lisa Jenkins

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Robyn Holmes, Clerk**

**DATE:** \_\_\_\_\_

**TELEPHONE:** (     ) \_\_\_\_\_

**FAX-**(     )/ \_\_\_\_\_

**FEDERAL ID#** \_\_\_\_\_