

**EDDY COUNTY
STATE OF NEW MEXICO
QUALIFICATIONS-BASED REQUEST
FOR PROPOSALS**

**On-Call Crane Maintenance and Repair
Services**

For

EDDY COUNTY



RFP 22-08

Commodity Code(s): 929-33

**EDDY COUNTY
101 W. GREENE STREET
CARLSBAD, NM 88220**

Issued: August 24, 2022

Proposal Due: September 06, 2022 by 2 p.m.

The County of EDDY has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of EDDY.

Anisia Cerna
Eddy County Procurement Manager

Phone: **575-887-9511**
Fax: **575-628-3275**
E-mail: acerna@co.eddy.nm.us

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: SEPTEMBER 06, 2022 AT 2:00 PM

SUBMISSIONS MUST BE MADE TO THE EDDY COUNTY ADMINISTRATION BUILDING.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Eddy seeks sealed qualifications-based proposals from qualified companies that can do business in the State of New Mexico to provide services as follows. **The County will consider proposals from qualified candidates to provide necessary inspection, maintenance and repairs to Eddy County Public Works existing overhead cranes with Make: Dayton, Model#:3Z925, Serial#:JGL-261-DZ and Make: Jet, Model#:2RS-I-20, Serial#:G795812004.** Multiple awardees may be awarded. Awardees will be thoroughly familiar with current laws, regulations, manuals, standards and guidelines, standard specifications, and standard procedures accepted by construction industries.

Awardees will be required to provide on-call crane maintenance and repair services to more than one crane make and model, as well as be able to service both north and south Public Works Locations.

B. SCOPE OF PROCUREMENT

The scope of the procurement consists of identifying companies to provide crane repair services for both Eddy County Public Works locations. The term of this contract shall be for one (1) year. The County reserves the right to extend any contract, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. This procurement may result in a multi-source award. There is no guarantee that the option will be exercised on any or all of the awarded contracts. There is no guarantee of a task order on any or all of the awarded contracts. The County will abide by all portions of New Mexico State Statute 13-1-154, regarding contract limits and terms.

C. DEFINITION OF TERMINOLOGY

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

"Board of County Commissioners" (also "BOCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the 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 Eddy, 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 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 required item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, or entity 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.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages.

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

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

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

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

"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 that 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.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the offeror in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement.", "The [NAME HERE] Company concurs with this requirement." and The [NAME HERE] Company agrees to participate as required."

D. TITLE VI OF THE CIVIL RIGHTS ACT

Eddy County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Eddy County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Eddy County program, activity or service.

E. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents that may be accessed by the Associated Internet links:

- New Mexico Procurement Code

<http://www.generalservices.state.nm.us/statepurchasing/>

- Eddy County Purchasing Policy

<http://www.eddycounty.org>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager	August 24, 2022
2. Deadline to Submit Questions	Potential Offerors	August 29, 2022
3. Response to Written Questions	Procurement Manager	August 30, 2022
4. Deadline for Submission of Proposal	Offerors	September 06, 2022 at 2:00 pm
5. Proposal Evaluation	Evaluation Committee	September 06, 2022 – September 12, 2022
6. Approval of BOCC	BOCC	September 20, 2022
7. Protest Deadline	Offerors	15 DAYS AFTER AWARD

NOTICE: Eddy County reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

Contracts will be negotiated and issued based on the specific scope of work for each individual project.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue RFP

This RFP is being issued by the Procurement Manager on behalf of Eddy County.

2. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent via email to the procurement manager.

3. Response to written questions

Written responses to written questions will be posted to the Eddy County Website. In addition, any amendments will also be posted in this location.

4. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION AT THE EDDY COUNTY ADMINISTRATION BUILDING BY 2:00 PM ON September 06, 2022. No proposal will be accepted after that time.

It is strongly suggested that your submission is not held up until the deadline. **Technical difficulties by an offeror will not be an acceptable reason for the deadline to be extended.** If an offeror has technical difficulties, the procurement manager may be contacted prior to the submission deadline to help with any difficulties.

5. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management and the Procurement Manager. This process will take place during the time period indicated in the Sequence of Events, above. During this time, the Procurement Manager may at her 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.

6. Approval of BOCC

The Eddy County Board of County Commissioners approve all contracts awarded. Notice of Award/Declination will be sent out after this date.

7. 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 Eddy County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at close of business 15 days post that date. 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 at:

Eddy County
Attn. Anisia Cerna, Procurement Manager
101 W. Greene
Carlsbad, New Mexico 88220

NOTE: 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) and the Eddy County Procurement Policy, R-14-41.

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 A). 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 its 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. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror 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

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with 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.

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 Eddy 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 Procurement Manager 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

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

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 and the contractor will follow the format specified by the County. However, the County reserves the right to negotiate with a successful offeror provision 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 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

Offerors must submit with their proposal a complete set of any additional terms and conditions which they request are 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. Right to Publish

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

24. 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.

25. 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.

26. 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 Eddy.

27. 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.

28. Use of Electronic Versions of this RFP

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

29. Sub consultants

The Offeror shall list and state the qualifications for each sub consultant the Offeror proposes to use for all subcontracted work.

The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall provide one (1) original and five (5) copies of their proposals to the location specified on or before the closing date and time for receipt of proposals. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin. Larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. (Refer to Section III of this RFP for required sections.)

The Offeror shall assume full responsibility for timely delivery of proposals to Eddy County, including proposals submitted by mail or courier. Hand-delivered proposals shall be submitted to the Procurement Manager, or authorized personnel in the Eddy County Finance Department, and will be clocked in/time stamped at the time received, which must be prior to the deadline date and time specified.

B. PROPOSAL FORMAT

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, Spreadsheets, etc.). Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a section for each item listed below. A PDF format is preferable with the sections bookmarked. Non-Bookmarked documents will not be grounds for disqualification.

Offerors shall not exceed 25 pages, including title, index, etc., not including front and back covers.

- a. Letter of Transmittal Form
- b. Proposal Summary (optional)
- c. Response to Qualifications-Based Specifications
- d. Campaign Contribution Disclosure Form

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.

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 and will be included in the total page count.

IV. SPECIFICATIONS

A. INFORMATION

Eddy County is seeking appropriate firms to assist Eddy County in On-Call Crane Maintenance and Repair Services.

B. PREFERENCES

Resident Veteran Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. 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. For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

Response to Requirements

Each mandatory requirement in sections IV.C.1 through IV.C.9 requires an Offeror response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

C. MANDATORY REQUIREMENTS

***1. Letter of Transmittal Form (Pass/Fail Only)**

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

***2. Standards Compliance (Pass/Fail Only)**

Offeror must agree to comply with current and future standards established by Eddy County and any standards put forth by funding sources at the Local, State, and Federal Levels. **A statement of concurrence is required.**

3. Technical Competence (30 Points)

Offer must respond to the Scope of Work in paragraph form explaining their ability and plan to provide those services for Eddy County.

4. Familiarity with Eddy County (30 Points)

Offeror must explain their experience in the field and their familiarity with Eddy County in paragraph form.

5. Timely Responsiveness within working Vicinity (15 Points)

Offeror should indicate the volume of work they currently have underway with the Contracting Agency that is less than 75 percent complete. The purpose of these criteria is to help distribute projects among qualified firms. An example of how points can be assigned is provided below:

None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

6. Past Record of Performance (10 Points)

Offeror must detail their performance history (including dates) over the past five (5) years. At a minimum, this must include (A) control of costs, (B) quality of work, (C) ability to meet schedule.

***7. Insurance (Pass/Fail Only)**

Offeror must agree to provide standard professional liability insurance.

8. Capacity and capability (15 Points)

Capacity and capability of the business, including any consultants, representative's qualifications and locations, to perform the work, including any specialized services, within the time limitations.

***9. Campaign Contribution Disclosure Form (Pass/Fail Only)**

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 Eddy.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with the point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Standards Compliance	0*
IV.C.3	Technical Competence	30
IV.C.4	Familiarity with Eddy County	30
IV.C.5	Timely Responsiveness within working vicinity	15
IV.C.6	Performance History	10
IV.C.7	Insurance	0*
IV.C.8	Capacity and Capability	15
IV.C.10	Campaign Contribution Disclosure Form	0*
TOTAL		100

B. Evaluation Factors

Points will be awarded based on the evaluation factors above. **** Pursuant of the Procurement Code Section 13-1-120 Competitive sealed qualifications-based proposal; Price will be negotiated after selection of top qualified proposals.**

EVALUATION PROCESS – Please consult Eddy County’s Purchasing Policy for more on the Evaluation Process Summary and for additional descriptions or additions to the following:

RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be unsealed after the submission deadline and released to the evaluators.

B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information after the award has been received by Commission. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required and shall be based on the evaluation factors set forth in this qualifications-based RFP. For the purpose of conducting discussions, proposals may initially be classified as Acceptable, Potentially

Acceptable, that is reasonably assured of being made acceptable, or Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified above. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Appendix A

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST** EACH BE RESPONDED TO. Failure to respond to all four 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 the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions

Governing the Procurement as required in Section II, Paragraph C.1.

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

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

_____, 2022
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

Appendix B

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 **On-Call Crane Maintenance and Repair Services** 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.

“Contract” means any Agreement for the procurement of items of tangible personal property services, professional services or construction.

“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: _____

Commissioners: Fred Beard, Ernie Carlson, Sarah Cordova, Jonathan A. Henry, & Steven McCutcheon

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR: Contribution Made By:

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)

Appendix C

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of the proposal.

No Exceptions Taken.

The undersigned declares that the Proposal submitted by _____ (Name of firm) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken.**

Signature

Date

Printed Name and Title

Exceptions Taken. By signing below, the Offeror acknowledges that the Proposal submitted by

(Name of Firm) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP. By signing below, the Offeror declares their **proposal includes a statement that identifies each item to which the Offeror is taking exception** or is recommending change to, including any suggested rewording of the contractual obligations or suggested change, and identifies the reasons for submitting the proposed exception or change. Eddy County reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

Appendix D

Offeror/contractor represents and warrants the following:

1. No Current or Prior Conflict of Interest. The offeror/contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, contractor shall immediately inform Eddy County in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of Eddy County, such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may terminate the contract immediately upon written notice to Contractor; such termination of contract shall be effective upon the receipt of such notice by Contractor.
4. If the offeror is a former employee of Eddy County, state the date of separation/retirement here: _____ (write N/A if not applicable).
5. If the offeror is a current employee of Eddy County, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the Eddy County, state employee name and position held here: _____ (write N/A if not applicable).

Signature

Date

Printed Name and Title

Appendix E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Eddy County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Eddy County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Eddy County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Eddy County to enter into any litigation to protect the interests of Eddy County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix F

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest, (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 et seq.)