COUNTY OF LINCOLN
Carrizozo, NM 88301

RFP NO. 12-13-020

"Plumbing Maintenance Services"

Due: Tuesday, June 18, 2013
2:00 p.m. Local Time

COUNTY OF LINCOLN
Carrizozo, NM 88301

Request for Proposals 12-13-020
"Plumbing Maintenance Services"

Due: Tuesday, June 18, 2013, 2:00 p.m.

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LEGAL NOTICE

Request for Proposals 12-13-020

"Plumbing Maintenance Services"

Due: Tuesday, June 18, 2013, 2:00 p.m., Local Time

The County of Lincoln is requesting proposals for plumbing maintenance services of less than $5000 per job for all County locations for an initial term of one year, with an option to renew annually up to three additional years. The contract will begin July 1, 2013. This contract will not apply to new or add-on building construction. Services will include all time, labor and materials to complete the maintenance project. Full Details are provided in the Proposal Packet. You must hold a current New Mexico State Contractor's License with an MM-1 and MM-3 or MM-98 Classifications to submit a proposal for this work.

Copies of the Request for Proposal can be obtained in person at the Office of the County Purchasing Agent, 300 Central Ave., Carrizozo, NM and by calling Orlando Samora at (575) 648-2385 ext. 105 or go to lincolncountynm.net, find Purchasing under County Offices to download IFB's and RFP's.

All proposals submitted must be clearly marked on the outside of the sealed envelope with the Proposal Title, Proposal Number, Date and Time of Opening. If the proposal is sent by mail, the sealed outside envelope shall have the notation "Sealed Proposal" along with the Proposal Number. Mailed proposals should be sent to County of Lincoln, PO Box 711, Carrizozo, NM 88301-0711.

The Lincoln County Board of Commissioners will review the proposals and make their final determination during the regular scheduled Commission meeting on Tuesday, June 25, 2013 at the Lincoln County Courthouse.

Lincoln County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of Lincoln County.

Orlando Samora
Purchasing Agent

Published in the *Lincoln County News* on Thursday, June 6, 2013

COUNTY OF LINCOLN
Carrizozo, NM

Request for Proposals 12-13-020

"Plumbing Maintenance Services"

Due: Tuesday, June 18, 2013, 2:00 p.m., MDT

SCOPE OF PROPOSAL

1. REQUIREMENTS

The County of Lincoln is requesting proposals to provide plumbing maintenance services of less than Five Thousand Dollars ($5000.00) per job for all County locations. This contract will not apply to new or add-on building construction. Services will include all time, labor and materials to complete each maintenance project.

2. SCOPE OF WORK

Maintenance projects may include, but are not limited to:

A. Repair and/or replacement of defective plumbing in any and/or all County facilities.

B. Repair and/or replacement of defective pipes, plumbing components in any and/or all County facilities.

C. Repair and/or replacement of defective plumbing appurtenances (building plumbing equipment, special equipment, etc.)

3. REMODELING OR RELOCATION PROJECTS

Installation of plumbing services for remodeling or relocation projects of less than Five Thousand Dollars ($5000.00) will require a written project estimate prior to beginning any work under this caption. **The County reserves the right to obtain competitive quotes for all remodeling or relocation work.**

4. CONTRACT PERIOD

The initial period of the contract shall be July 1, 2013 through June 30, 2014 with an option to renew annually up to three additional years upon agreement of both parties and under the same terms and conditions as the original contract.

5. LICENSING

You must hold a current State of New Mexico Contractor's License with an MM-1 <u>and</u> MM-3 Classifications or with MM-09 Classification. **Copies of those documents must accompany your proposal response.**

6. PROPOSAL RESPONSE

Your proposal response should include the following information:

A. Hourly rate for principal plumber, technician or journeyman (hourly rate shall include cost of tools normally used in the type of work described in the RFP).
B. Hourly rate for the helper or apprentice (including cost of tools used).
C. Materials markup cost.
D. Cost of mileage or travel charges.
E. Response time.

7. PROPOSAL EVALUATION CRITERIA

Evaluations of proposals shall include:

• Hourly labor rates	25 points
• Material markup rate	20 points
• Travel time and mileage cost using Carrizozo as the destination of Service	50 points
• Response time	5 points
	100 points

8. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified. Such insurance shall cover both the Contractor and his Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Subcontractors from claims under worker's compensation laws, disability benefit laws or other employee benefit laws; from claims for damages to property, concluding loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any Subcontractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance or the form provided has been filed and approved with the County.

A. Comprehensive General Liability Insurance

The Contractor shall procure and maintain during the life of this Contract, and shall require Subcontractors, if any, to procure and maintain during the life of his subcontract, comprehensive general liability insurance in amounts of not less than Three Hundred Thousand Dollars ($300,000.00) for injuries, including death, to any one person, and, subject to the same limit each person, in amounts not less than Three Hundred Thousand Dollars ($300,000.00) in any one occurrence, and in amounts not less than Three Hundred Thousand Dollars ($300,000.00) for property damages in any one

accident. Such polices of insurance must include coverage under all sections of the schedule of hazards of the said comprehensive general liability policy form, and must include collapse (c), explosion (x) and underground (u) liability coverage.

The above requirements shall include protection from:

1. Damage to, or destruction of public and private property located below the surface of the ground, including telephone conduit, power conduit, traffic signal cables, fire alarm circuits, gas mains, gas serve connections, sanitary sewers, house sewers or building sewer connections, water mains, water service connections, steam lines, petroleum products pipelines, storm sewers and inlet lines, and including all appurtenances thereto.
2. The collapse of, or structural damage to any building, house or structure, utility poles, curb and gutter and sidewalk on public or private property; destruction of or damage to other public and private property including injury or death to a person or persons caused by the Contractor's operations under the Contract. Removal of buildings, structures (including their supports), trees, and utility poles, excavations below the surface of the grounds including blasting, trenching and beautifying with or without the use of mechanical equipment. "Other public and private property", as used above, shall include lawns, plants, flowers, trees, fences, yard walls, etc. The liability insurance shall include the standard assault and battery endorsement.

B. <u>Owner's Protective Public Liability and Protective Property Damage Insurance</u>

The Contractors shall procure and maintain during the life of this Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the County of Lincoln in the amount not less than: (1) the sum of One Hundred Thousand Dollars ($100,000.00) for damage to or destruction of property arising out of a single occurrence; (2) the sum of Five Hundred Thousand Dollars ($500,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or (3) the sum of One Million Fifty Dollars$(1,000.050.00) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

C. <u>Worker's Compensation Insurance</u>

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance in statutory of standard form in an amount covering all of his employees to be engaged in the word under this Contract; as required by the State of New Mexico or the regulatory requirements of the Contractor's Licensing Bureau. Such insurance policies must include coverage under Section 52-1-10, NMSA 1978, for safety devices.

D. <u>Automobile Public Liability and Property Damage</u>

The Contractor shall maintain automobile public liability insurance to protect him and the County of Lincoln from any and all claims arising from the use of the following in the execution of work included in this Contract.

1. Contractor's own automobile and trucks.
2. Hired automobiles and trucks

3. Automobiles and trucks not owned by Contractor; and
4. BI/PD not less than Three Hundred Thousand Dollars ($300,000.00)

E. Transit Insurance

The Contractor shall secure insurance to protect himself from damage to equipment in transit.

F. Approval of Insurance

Neither approval by the County of Lincoln of any insurance supplied by a Contractor or a Subcontractor, nor failure to disapprove that insurance shall relieve the Contractor or Subcontractor of full responsibility to maintain in full force and effect the above described insurance or for liability, damages, and accidents as set forth herein.

G. Proof of Insurance

Prior to the commencement of any work hereunder, Contractor shall furnish to the County of Lincoln proof of the insurances required in this Section. All such Certificates of Insurance shall provide that the Insurance Company(ies) will give the County of Lincoln ten (10) days prior written notice before any material change in or cancellation of any such policy.

9. PROPOSAL SUBMISSION

Proposals shall be submitted in person or by mail to Lincoln County, P.O. Box 711 (300 Central Ave), Carrizozo, NM 88301 no later than 2:00 p.m. Local Time, June 18, 2013. Proposals received after that time and date will not be accepted and will be returned unopened. Proposal Title, Proposal Number, Date and Time of Opening must be clearly marked on the outside of the sealed envelope. Faxed responses to this Request for Proposal will not be accepted.

10. IMPORTANT INFORMATION REGARDING MAIL DELIVERY

Carrizozo is in a remote section of southern New Mexico. *Normal* mail delivery does not exist here and **overnight delivery by any carrier is a myth!**

- Within New Mexico allow 3-4 days by regular mail.
- Out-of-state mail can take 5 days via regular mail.
- If you want to use UPS, Federal Express or Priority Mail, check with the carrier first. They should be able to tell you when your mail *might* arrive in Carrizozo.
- Mail early or hand deliver. The County cannot be responsible for mail delays. Your proposal will be returned unopened if it arrives late. Faxed bids will not be accepted.

11. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Effective May 17, 2006, Chapter 81, Laws of 2006 requires any prospective contractor seeking to enter into a contract with any state agency or local public body to file a "Campaign Contribution Disclosure Form" with that state agency or local public body. **THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

12. INSTRUCTIONS TO OFFERORS

The attached **"COUNTY OF LINCOLN, REQUEST FOR PROPOSALS, INSTRUCTION TO OFFERORS"** is a part of this Request for Proposals.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or 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.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

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) _____

(The above fields are unlimited in size)

_____ _____
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)

COUNTY OF LINCOLN

REQUEST FOR PROPOSALS

INSTRUCTIONS TO OFFERORS

1. **DEFINITIONS AND TERMS:**

A. "Addendum" means a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: "Addenda".

B. "Consultant" means the Successful Offeror awarded the Agreement/Contract.

C. "Determination" mans the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).

D. "Offeror" means any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.

E. "Procurement Manager" means the person or designee authorized by the County of Lincoln to manage or administer a procurement requiring the evaluation of proposals. In the County of Lincoln, this is the County Manager.

F. "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).

G. "Responsible Offeror or Proposer" means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (13-1-83 NMSA 1978).

H. "Responsive Offer or Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a Request for Proposals include, but are not limited to, price, quality, quantity or delivery requirements (13-1-85 NMSA 1978).

I. The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.

J. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS:

A. Copies of Request for Proposals:
A complete set of the Request for Proposals may be obtained from the County of Lincoln as stated in the RFP Notice.

(1) A complete set of the Request for Proposals shall be used in preparing proposals; the County of Lincoln Assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

(2) The County of Lincoln, in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

(3) A copy of the RFP shall be made available for public inspection and shall be posted at the Office of the County Manager located at 300 Central Avenue, Carrizozo, New Mexico 88301.

B. Interpretations:

(1) All questions about the meaning or intent of the Request for Proposals shall be submitted to the Purchasing Agent of the County of Lincoln in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the County of Lincoln having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

(2) Offerors should promptly notify the County of Lincoln of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Proposals.

C. Addenda:

(1) Addenda will be mailed, by facsimile or hand- delivered to all who are known by the County of Lincoln to have received a complete set of Request for Proposals.

(2) Copies of addenda will be made available for inspection where ever Request for Proposals are on file for that purpose.

(3) No addenda will be issued later than five (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

3. PROPOSAL SUBMITTAL PROCEDURES:

A. Number, Form and Style of Proposals

(1) Offerors shall provide one (1) original and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

(2) All proposals must be typewritten on standard 81/2 "x 11" paper and bound on the left hand margin.

(3) Proposals shall contain a maximum of fifteen (15) pages, including title, index, etc, not including front and back covers.

(4) Offeror may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

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

(6) A pre-proposal conference [ ] will be; or [x] will not be held at the County Commission Chambers on _____at _____am/pm.

B. Sub-consultants:

(1) The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.

(2) The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contractor under this proposal, must be acceptable to the County of Lincoln after verification by the County of Lincoln of the current eligibility status, including, but not limited to, suspension or debarment by the County of Lincoln.

C. Prequalification Process

(1) A business may be pre-qualified by the County Manager as an Offeror for particular types of service. Mailing lists of potential Offerors shall include, but shall not be limited to, such pre-qualified businesses (13-1-134 NMSA 1978).

D. Debarred or Suspended Contractors

(1) A business contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirement of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the County of Lincoln and shall not be considered for award of the Contract during the period for which it is debarred or suspended with the County of Lincoln.

E. Submittal of Proposals

(1) Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope.

(2) The envelope shall be addressed to the Procurement Officer of the County of Lincoln. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposals number, date of opening, and time of opening. If the

Proposal is sent by mail, the sealed envelope shall have the notation **"SEALED PROPOSAL ENCLOSED"** on the face thereof.

(3) Proposals received after the date and time for receipt of Proposals will be returned unopened.

(4) The Offeror shall assume full responsibility for timely delivery of proposals at the County Manager's Office, including those proposals submitted by mail. Hand delivered proposals shall be submitted to the County Manager or his designee and will be time stamped at the time received, which must be prior to the time specified.

VIA MAIL	HAND- DELIVERED
County Manager's Office	County Manager's Office
County of Lincoln	County of Lincoln
P.O. Box 711	300 Central Avenue
Carrizozo, NM 88301-0711	Carrizozo, NM 88301

(5) After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service and such other information as may be specified by the County Manager.

(6) Oral, telephonic or telegraphic proposals are invalid and will not receive consideration.

F. Correction or Withdrawal of Proposals

(1) A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

(2) Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

G. Notice of Contract Requirements Binding on Offeror

(1) In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this Request for Proposals.

(2) Laws and Regulations The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the project.

H. Rejection or Cancellation of Proposals

(1) This Request for Proposals may be cancelled, or any or all proposals may be rejected in whole or in part, when it is in the best interests of the County of Lincoln. A determination containing the reasons therefore shall be made part of the RFP file. (13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

A. Receipt, Opening and Recording

(1) Proposals received on time will be opened publicly or in the presence of two witnesses, and the name of the Offeror and address will be read aloud.

(2) The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. 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).

B. Proposal Evaluation

(1) 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 RFP. For the purpose of conducting discussions, proposals may initially be classified as:

(a) acceptable

(b) potentially acceptable, that is reasonably assured of being made acceptable

(c) unacceptable (Offerors whose proposals are unacceptable)

(2) The County of Lincoln shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality of the services (13-1-132 NMSA 1978).

(3) If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one (21) days after an award is made (13-1-120 NMSA 1978).

(4). Selection Process

(a) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the County of Lincoln. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interview with and may require public presentation by al businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.

(b) If fewer than three businesses have submitted a statement of qualifications for a particular RFP, the committee may:

(i) rank in order of qualifications and submit to the County of Lincoln for award those businesses which have submitted a statement of qualifications

(ii) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978).

C. Negotiations (13-1-122 NMSA 1978)

(1) The County of Lincoln's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

(2) Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

(3) The designee shall then undertake negotiations with the third most qualified business.

(4) Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.

(5) The County of Lincoln will publicly announce the business selected for award.

D. Notice of Award

(1) After award by the County of Lincoln, a written notice of award shall be issued by the County of Lincoln with reasonable promptness (13-1-100 and 13-1-109 NMSA 1978).

E. Contract Term

(1) The contract period will begin _____through_____ with the option to extend annually for 3 additional years, based on the same terms and conditions.

5. POST-PROPOSAL INFORMATION

A. Protests

(1) Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County Manager of Lincoln County in accordance with the requirements of the County of Lincoln's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

(2) In the event of a timely protest under this section, the County Manager and the County of Lincoln shall not proceed further with the procurement unless the County Manager makes a

determination that the award is necessary to protect substantial interests of the County of Lincoln (13-1-173 NMSA 1978).

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

(4) The County Manager or his designee shall promptly issue a determination relating to this protest. The determination shall:

a. state the reasons for the action taken and

b. inform the Protestant of the right to judicial review of the determination (13-1-183 NMSA 1978).

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

B. Execution and Approval of Agreement

(1) The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

C. Notice of Proceed

(1) The county of Lincoln will issue a written Notice to Proceed to the Offeror.

D. Offeror's Qualification Statement

(1) Offeror to whom ward is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).

6. OTHER INSTRUCTIONS TO OFFERORS

A. Equal Opportunity Employment

Lincoln County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with the American with Disabilities Act requirements.

B. OSHA Requirements in Employment

Lincoln County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the Lincoln County Loss control Manual as if an employee of Lincoln County.

7. GOVERNING LAW

A. The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

8. **INDEPENDENT CONTRACTORS**

A. The Offeror and his agents and employees are independent Contractors and are not employees of the County of Lincoln. The Offeror and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County of Lincoln vehicles, or any other benefits afforded to employees of the county of Lincoln as a result of the Agreement.

9. **BRIBES, GRATUITIES AND KICKBACKS**

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

10. **STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFEROR**

A. The form of agreement required by the funding agency or issued by the County of Lincoln will be used for this project. Copies are available and may be reviewed upon request.

11. **FEES**

A. A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

12. **FUNDING**

A. This solicitation is subject to the availability of funds to accomplish the work.

13. **CONTACT WITH COUNTY OF LINCOLN OFFICIALS OR STAFF MEMBERS**

A. Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP.

14. **CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE**

A. The contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified. Such insurance shall cover both the Contractor and his Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Sub-contractors from claims under worker's compensation law, disability benefit laws or other employee benefit laws; from claims for damages to property, including loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any sub-contractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance

shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance on the form provided has been filed and approved with the owner or engineer.

A. Comprehensive General Liability Insurance

The Contractor shall procure and maintain during the life of this Contract, and shall require Sub-contractors, if any, to procure and maintain during the life of his sub-contract, comprehensive general liability insurance in amounts of not less than Three Hundred Thousand Dollars ($300,000.00) for injuries, including death, to any one person and subject to the same limit each person, in amounts not less than Three Hundred Thousand Dollars ($300,000.00) in any one occurrence and in amounts not less than Three Hundred Thousand Dollars ($300,000.00) for property damages in any one accident. Such policies of insurance must include coverage under all sections of the schedule of hazards of the said comprehensive general liability policy form and must include collapse (c),explosion(x) and underground (u) liability coverage.

The above requirements shall include protection from:

(1) Damage to, or destruction of public and private property located below the surface of the ground, including telephone conduit, power conduit, traffic signal cables, fire alarm circuits, gas mains, gas serve connections, sanitary sewers, house sewers or building sewer connections, water mains, water service connections, steam lines, petroleum products pipelines, storm sewers and inlet lines, and including all appurtenances thereto, injury or death to a trenching and beautifying with or without the use of mechanical equipment.

(2) The collapse of, or structural damage to any building, house or structure, utility poles, curb and gutter and sidewalk on public or private property, destruction of or damage to other public and private property including injury or death to a person or persons caused by the Contractor's operations under the Contract. Removal of buildings, structures (including their supports), trees, and utility poles, excavations below the surface of the grounds, including blasting, trenching and beautifying with or without the use of mechanical equipment. "Other public and private property" as used above, shall include lawns, plants, flowers, trees, fences, yard walls, etc. The liability insurance shall include the standard assault and battery endorsement.

B. Owner's Protective Public Liability and Protective Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the Owner in the amount not less than (1) the sum of One Hundred Thousand Dollars ($100,000) for damage to or destruction of property arising out of a single occurrence (2) the sum of Five Hundred Thousand

Dollars ($500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage, or (3) the sum of One Million Fifty Dollars ($1,000,050) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

C. Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance in statutory or standard form in an amount covering all of his employees to be engaged in the work under this Contract, as required by the State of New Mexico or the regulatory requirements of the Contractor's licensing bureau. Such insurance policies must include coverage under Section 52-1-10. NMSA 1978 for safety devices.

D. Automobile Public Liability and Property Damage

The Contractor shall maintain automobile public liability insurance to protect him and the Owner from any and all claims arising from the use of the following in the execution of work included in this Contract.

(1) Contractor's own automobile and trucks
(2) Hired automobiles and trucks
(3) Automobiles and trucks not owned by Contractor
(4) BI/PD no less than Three Hundred Thousand Dollars ($300,000.00)

E. Transit Insurance

The Contractor shall secure insurance to protect himself from damage to equipment in transit.

F. Approval of Insurance

Neither approval by the Owner of any insurance supplied by a Contractor or a Sub-contractor, nor a failure to disapprove that insurance shall relieve the Contractor or Sub-contractor of full responsibility to maintain in full force and effect the above described insurance or for liability, damages and accidents as set forth herein.

G. Proof of Insurance

Prior to the commencement of any work hereunder, Contractor shall furnish to the Owner proof of the insurances required in this Section. All such certificates of Insurance shall provide that the Insurance company(ies) will give Owner ten (10) days prior written notice before any material change in or cancellation of any such policy.