County of Lincoln
Carrizozo, NM 88301

Request for Proposal (RFP)

17-18-006

Material Testing and Inspections

For

County of Lincoln

Due: May 17, 2018
2:00 p.m. MST or MDT

Whichever is effect on the date given

Request for Proposals 17-18-006

"Material Testing and Inspection"

Due: May 17, 2018, 2:00 p.m.

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LEGAL NOTICE

Request For
Proposals
17-18-006
Material Testing and Inspections
DUE: May 17, 2018

NOTICE is hereby given that competitive sealed proposals will be received by the County of Lincoln, for Material Testing and Inspections. Complete Request for Proposal (RFP) documents may be obtained at the office of the County Purchasing Agent, 300 Central Ave., Carrizozo, NM 88301 and by calling Orlando Samora at (575) 648-2385 ext. 105 or go to lincolncountynm.gov, find Purchasing under County Offices to download Bids and RFP's.

All proposals submitted must be clearly marked on the outside of the sealed package or envelope with the RFP Title, RFP Number, and Due Date. If the RFP is sent by mail, the sealed package or envelope shall have the notation "Sealed Proposal" along with the RFP Number. Proposals should be sent or hand-delivered to County of Lincoln, P.O. Box 711 (300 Central Ave.), Carrizozo, NM 88301 by 2:00 PM Local Time, May 17, 2018. Proposals received after that date and time will be returned unopened. Faxed proposals cannot be accepted. Please note: overnight delivery to Carrizozo, NM through any means is not and cannot be guaranteed due to its rural location. Please do not depend on overnight delivery.

The Lincoln County Board of Commissioners or its designee will review the proposals and make its final determination on May 17, 2018.

Lincoln County reserves the right to accept or reject any or all proposals and to waive all formalities. The order to proceed will be based upon the obtaining of necessary funds.

Orlando Samora
Purchasing Agent
Lincoln County

Published in the *Lincoln County News* on Thursday, May 3, 2018.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Lincoln, on behalf of the Board of County Commissioners, seeks sealed proposals from qualified companies that can do business in the State of New Mexico to provide services as follows.

B. SUMMARY SCOPE OF WORK

With this Request for Proposals (RFP) Lincoln County wants to establish a contract through competitive negotiations for the procurement of Material Testing and Inspections.

C. SCOPE OF PROCUREMENT

The Materials Testing and Special Inspections Firm shall provide full service construction inspection and testing services (laboratory, field and fabricator shop testing) as described in the construction documents and as required by the State of New Mexico throughout the period of the project anticipated to begin approximately May 2018 to ensure the County is receiving fabricated products and completed work that meets the requirements of the Construction Documents.

D. PROCUREMENT MANAGER

The County of Lincoln 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 Lincoln.

Orlando Samora, Lincoln County Purchasing Agent

Phone: 575-648-2385

Fax: 575-648-2381

E-mail: osamora@lincolncountynm.gov

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Orlando Samora's Delivery Address, above.

Lincoln County, NM

Request for Proposal for Materials Testing and Inspections May 1, 2018

Materials Testing and Special Inspections and third Party Inspections

Project: Lincoln County Medical Center - Replacement Hospital, Ruidoso, NM

Lincoln County, NM (Hereafter referred to as "The County" or County) is requesting Materials Testing and Special Inspection and third party inspections proposals for the Lincoln County Replacement Hospital Project in Ruidoso, NM.

Each respondent must propose on both the Materials Testing and Special Inspections, and third party inspections, providing your firm demonstrates the appropriate capabilities..

Proposals are due to the County on May 17, 2018 at 2pm.

All correspondence regarding this solicitation, including technical questions, contractual terms and conditions, final submittals, etc. shall be submitted via email to the following individuals:

Orlando Samora, Lincoln County Purchasing Agent - osamora@lincolncountynm.gov
andDoug Mark Harberts, Dekker Perich Sabitini (Architects) - markh@dpsdesign.org

Subject line labeled "LCMC REPLACEMENT HOSPITAL MATERIALS TESTING SERVICES— (YOUR COMPANY NAME)"

Project Information:

The COUNTY will construct a new hospital facility of approximately 70,000 sq ft in two stories on the campus of and adjacent to the existing hospital.

The site construction includes: but not limited to: demolition of an existing Ambulance service buildings, landscaping, final phase demolition of the existing hospital, site lighting, parking, work to roadways adjacent to the hospital, significant cut/fill and engineering of soils including over-excavation of the building pad and all site improvements as indicated on the construction documents.

Construction Schedule

Site and Building Construction: Commencing May 2018 with demolition of existing ambulance service buildings in the path of the new construction. Completion and occupancy of the new hospital building expected in September, 2019.

Abatement and demolition of existing hospital and completion of site landscaping, parking lots, etc. to complete by January 2020.

Qualifications

The Materials Testing and Special Inspections Firm and its subcontractors shall meet the following criteria and produce documentation of this when requested:

- a) Materials Testing and Special Inspections Firm Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, that meets the International Building Code, Chapter 17, requirements as an "Approved Agency" and the requirements of Specifications. Firms must also meet all other requirements of the codes having jurisdiction.

- b) Firms must be registered by the State of New Mexico for disciplines required.

- c) Materials Testing and Special Inspections Firm shall maintain an in-house Professional Engineer registered in the state of New Mexico to perform Special Inspections, certify all test reports, and be responsible and in charge of all field and laboratory testing operations. The Professional Engineer shall also train and supervise the staff certified inspectors and laboratory personnel.

- d) The Materials Testing and Special Inspections Firm shall be properly equipped and staffed in accordance with requirements of ASTM E-329.

Access to electronic project information

The information contained on the FTP site is the property of Lincoln County, DPS, and its consultants and may not be reprinted, distributed or used for any other intention other than response to this RFP.

FTP Site:
Username:
Password:

Scope of Work

1. The Materials Testing and Special Inspections Firm shall provide full service construction inspection and testing services (laboratory, field and fabricator shop testing) as described in the construction documents and as required by the State of New Mexico throughout the period of the project. anticipated to begin approximately May 2018 to ensure that the County is receiving fabricated products and completed work that meets the requirements of the Construction Documents.

2. All services shall be performed based upon the accepted unit prices and with prior authorization by the County.

3. The Materials Testing and Special Inspections Firm shall provide the required qualified personnel and testing certificates for inspectors shall be provided for individuals performing inspection. The County has the authority to reject inspectors if not qualified to provide the required services. The County or its representative and/or Contractor will provide a minimum 24-hour notice prior to expected time for operations requiring inspection and testing services.

4. The Materials Testing and Special Inspections Firm is to include the furnishing of all means required to insure that tests in the proposal shall be performed in accordance with the Construction Documents and the testing and inspection requirements.

5. The Materials Testing and Special Inspections Firm shall cooperate with the County, Architect and General Contractor (and their respective representatives) in providing documentation and support as required.

6. The Quality Assurance Agency shall attend pre-construction conferences and OAC meetings for the project, when requested. Conference calls will be utilized when possible.

7. Testing and inspection shall conform to all requirements of Construction Documents for inspection and testing criteria and requirements.

8. Any deviations from Construction Documents will be immediately reported in writing to the County, General Contractor and Architect. A deficiencies log must be kept by the Materials Testing and Special Inspections Firm and issued weekly to the County, Architect, and General Contractor.

9. Laboratory Reports
- After each inspection and test, promptly submit electronic copies of the laboratory report to the County, Architect, and General Contractor. Testing and Inspection reports shall be e-mailed on a daily basis.
- The reports shall meet the requirements identified in the Specifications.

10. Limits on Testing Laboratory Authority:

- Laboratory may not release, revoke, alter or enlarge on requirements of project Specifications; - Laboratory may not approve or accept any portion of the Work;
- Laboratory may not assume any duties of Contractor;
- Laboratory has no authority to stop the Work.

11. The scope of work entails Special Inspections and Testing under the guidelines of the 2006 International Building Code (IBC) and the project drawings and specifications.

12. The Materials Testing and Special Inspections Firm shall comply with Specification Section for Quality Requirements and the applicable requirements of Specification Sections of

the Construction Documents for work tested. Inspections generally fall in but are not limited to divisions 03, 04, 05, 31, and 32.

Insurance Requirements

The Materials Testing and Special Inspections Firm shall maintain the following insurance coverage:

i. Commercial General Liability -General Aggregate Limit $2,000,000; Each Occurrence Limit $1,000,000;

ii. Automobile Liability -to include owned, non-owned and hired vehicles: Combined Single Limit $500,000 or Bodily Injury $250,000. Each person, Bodily Injury $500,000 or each accident and Property Damage $100,000;

iii. Professional Liability - Each Job site limit: $1 million limit w/ $2 million aggregate

iv. Workers' Compensation as required by the State of New Mexico;

v. Lincoln County, its Agents, and Consultants shall be named as additional insurers, which shall be noted on the certificate of insurance, with all coverage descriptions. The County shall receive no less than 30 days' notice of cancellation. Certificates of insurance shall be submitted to The County.

Materials Testing, Special Inspections and Third Party Inspections Fee Proposal

The fee estimate shall be broken down into number of recommended test/hours/days/etc. as applicable, PER EACH TASK REQUIRED, with unit cost and total fee for the listed task. Provide list of exceptions or exclusions relative to testing and special inspections scope of work. The proposal shall include an estimated total cost for services and allowable expenses for the project.

Additional Services

For any other inspection or testing services requested beyond the scope of work provide the following additional services information:

- Hourly rates for appropriate personnel
- Rates for individual testing procedures
- Equipment rates
- Reimbursable expenses including but limited to: Travel, per diem if required.

Supplemental Information

ALL PRICING provided in the proposal will be firm for the duration of the project Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for the project and the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of County.

The County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit proposals at their own risk and expense.

Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by The County, at its option.

The proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the project.

The County makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in The County's best interest. Representations made within the proposal will be binding on responding firms. The County will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

During the period provided for the preparation of responses to the RFP, The County may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by The County and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.
Vendor must allocate one individual as the point-person for requesting information.

All answers will be given in written format and only if deemed necessary will supplemental information concerning questions or clarifications be sent via electronic mail to all bidding Vendors.

Delays in responses to Vendor's questions will not affect the deadline for proposals.

The County will not be responsible or liable for costs incurred by any Vendor in the preparation and submission of this request for proposal.

The County reserves the right to accept the proposal from the most qualified Vendor that best achieves the project needs and not necessarily the lowest cost proposal. Furthermore, The County reserves the right to waive formalities and to reject any or all proposals. Responding to this RFP does not automatically ensure that The County will contract with any of the RFP respondents.

Submittal Requirements

Requirements: Each respondent firm must comply with the submission requirements as outlined below.

Part 1 – Letter of Transmittal:

Indicate the single contact (principal in charge), mailing address, telephone and email addresses. Indicate your firm's core services and strengths which you feel will benefit the project. Indicate the specific nature and relationship of any formal association or joint venture of the proposer/respondent.

Part 2 – Team Organization:

Identify key staff of the firm or team and the role that the key staff will provide for the various phases and scope elements of the Project. Also provide biographical data key staff members that are expected to work on the project. Provide an Organizational Chart illustrating the proposer's structure for this project and show the management staff, the on-site staff and any home office staff. Include hourly rates for each staff member/title.

Part 3 – Experience and Expertise:

Provide a list of similar projects (scope and size) completed in the last five years and a narrative of relevant experience and expertise in projects of a similar nature or scope. Describe in detail your scope of work and experience with each type of test and construction type/method to be encountered on this project.

Also, describe your approach to working in southeastern New Mexico including scheduling and reimbursable challenges.

Part 4 – Submitted Work Samples: (required, but not part of scoring criteria)

Include examples/samples of the following documents used in your firm's project administration:

a. Quality Control Documentation
b. Inspection reports
c. Samples of other reports that The County would expect to receive.

Part 5 – Pricing Proposal

1) Fee Estimate (inclusive of reimbursable costs)
2) Additional Services:
    (A) Hourly rates for all staff members associated with the project.
    (B) Proposed mileage and other reimbursable terms to and from the site.
    (C) Proposed circumstances when time will be billed to The County. For example, indicate
        whether time will be charged for situations such as:
    (i) Travel time to and from the site
    (ii) Picking up concrete samples
    (iii) Rewriting inspector's reports
    (iv) Other

Part 6 – Certificate of Insurance (required, but not part of scoring criteria)

Provide statement of insurances currently held such as general, auto and errors and omission.

Part 7 – References

Include at least 3 references for projects of similar size and type. Include Owner's name, contact person and title, phone number, description of project (date, size of site, size of building,

SELECTION CRITERIA

Each proposal will be independently evaluated on factors 1 through 6.

SCORING/SELECTION:

1. Description of Firm– 10%

2. Team Member Experience – 10%

3. Relevant Project Experience Area / Hospital Experience (Part 3 of the Proposal Submittal) – 20%

4. Fee – (Part 5 of proposal submittal) – 50%

5. References – 10%

Upon receipt of the proposals The County shall evaluate the proposals and issue a scoring matrix upon completion of the evaluation. Identified proprietary information of any individual offeror shall not be released by The County without written consent. No pricing information will be made available to other respondents except in the form of the scoring matrix. Firms that are located within the geographical area of southern and southeastern New Mexico are highly encouraged to respond. This location could be used as a tie breaker between two or more firms.

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT THE COUNTY. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP will not create a contract between The County and Respondent; (3) The County has made no representation or warranty, written or oral, that one or more contracts with County will be awarded under this RFP; (4) Respondent acknowledges that any and all proposals may be rejected at County's sole discretion; and (5) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

2. By signature hereon, Respondent offers and agrees to furnish to The County the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

3. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a County employee in connection with the submitted proposal.

4. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under New Mexico Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the New Mexico Franchise Tax, whichever is applicable.

5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of New Mexico, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

6. By signature hereon, Respondent represents and warrants that:
a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

e. Respondent, if selected by The County, will maintain insurance as required by the Contract;

f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that The County will rely on such statements, information and representations in selecting the Successful Respondent. If selected by The County as the Successful Respondent, Respondent will notify The County immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

7. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements that may result from the submission of Respondent's proposal.

8. By signature hereon, Respondent certifies that the Respondent has become familiar with the local conditions under which the work is to be performed and has correlated the Respondent's personal observations with the requirements of the Construction Documents.

9. By signature hereon, Respondent certifies that if a New Mexico address is shown as the address of the Respondent, Respondent qualifies as a New Mexico Resident.

10. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

11. Respondent represents and warrants that all articles and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

12. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

13. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless The County, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

Project: LCMC - Replacement Hospital, Ruidoso, New Mexico

Lincoln County RFP #:

Please complete the following:

If a Corporation: Respondent's State of Incorporation: _____
Respondent's License No: _____
Submitted and Certified By: _____ (Respondent's Name) (Authorized Signature) (Date) (Printed Name/Title) Telephone Number)

_____

(Street Address) (e-mail address) (City, State, Zip Code)

E. 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 Lincoln, 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. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Lincoln 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 Lincoln Purchasing Office or the Lincoln County Purchasing Agent.

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

"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."

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsibility	Date
1. Issue RFP	Procurement Manager (PM)	May 3, 2018
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offeror (PO)	May 8, 2018
3. Deadline to submit questions	PO	May 11, 2018
4. Response to written questions/RFP Amendments	PM	May 15, 2018
5. **Submission of Proposal**	**PO**	**May 17, 2018**
6. Proposal Evaluation	Evaluation Committee (EC)	May 17,2017
7. Notification of Finalists	(EC)	As Needed
8. Contract Negotiations	Tentative Winner/County	As Needed
9. Approval of BOCC or Designee	BOCC or Designee	As Required
10. Contract Award	BOCC or Designee	May 22, 2018
11. Protest Deadline	Offerors	June 6, 2018
Start of Performance	**Winner**	**As Needed**

*Contract award is subject to approval of the Board of County Commissioners or its Designee.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Lincoln County Purchasing Agent on behalf of the Lincoln County Board of Commissioners.

1. Issue RFP

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. 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 by e-mail to the Procurement Manager (See Section I, Paragraph D.)

4. Response to written questions/RFP Amendments
Written responses to written questions and any RFP amendments will be mailed or delivered to all parties recorded by LINCOLN COUNTY having received the Request for Proposals.

5. Submission of Proposal
OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN CLOSE OF BUSINESS 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 labeled on the outside of the package to clearly indicate that they are in response to the "**Materials Testing and Inspections**" Request For Proposals and should reference "**RFP #17-18-006**" 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.

6. 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 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.

7. 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.

8. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

9. Approval of BOCC

The Lincoln County Board of County Commissioners or its Designee approve all contracts awarded.

10. 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.

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.

11. 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. 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 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 at:

Lincoln County
Attn. Orlando Samora, Purchasing Agent
PO Box 711
Carrizozo, New Mexico 88301

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 Lincoln County Purchasing 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 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 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-I 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 Lincoln 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
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 and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample 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
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 Lincoln.

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 to receive this correspondence.

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 insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

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 four (4) 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.

C. PROPOSAL FORMAT

All proposals must be printed 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. 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 tab for each item listed below.

a. Letter of Transmittal Form
b. Table of Contents
c. Proposal Summary (optional)
d. Response to Specifications/Scope of Work
e. Cost Response Form
f. Campaign Contribution Disclosure Form
g. Response to Agency Terms and Conditions (if any)
h. Offeror's Additional Terms and Conditions (if any)
i. Other Supporting Material

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 must occur only on the Cost Response Form.

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.

IV. SPECIFICATIONS

A. INFORMATION

Lincoln County Seeks sealed proposals from qualified companies that can do business in the State of New Mexico and in the County of Lincoln to provide Audit Services for Fiscal Year-2017
Lincoln County is requesting multi-year proposals to provide Audit Services, not to exceed a term of three years, beginning with fiscal year 2017. The initial term of the contract shall be one year with the option to extend for two successive one-year terms and the same price, terms and conditions as stated on the original proposal. Contracts will be review and renewed annually.

B. PREFERENCES

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

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.11, 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.

C. SUBMITTAL REQUIREMENTS

1. Letter of Transmittal:
Indicate the single contact (principal in charge), mailing address, telephone and email addresses. Indicate your firm's core services and strengths which you feel will benefit the project. Indicate the specific nature and relationship of any formal association or joint venture of the proposer/respondent.

2. Team Organization:
Identify key staff of the firm or team and the role that the key staff will provide for the various phases and scope elements of the project. Also provide biographical data key staff members that are expected to work on the project. Provide and Organizational Chart illustrating the proposer's structure for this project and show the management staff, the on-site staff and any home office staff. Include hourly rates for each staff member/title.

3. Experience and Expertise:
Provide a list of similar projects (scope and size) completed in the last five years and a narrative of relevant experience and expertise in project of a similar nature or scope. Describe in detail your scope of work and experience with each type of test and construction type/method to be encountered on this project.

Also, describe your approach to working in southeastern New Mexico including scheduling challenges.

4. Submittal Work Samples: (Required but not part of scoring criteria)
Include examples/samples of the following documents used in your firm's project administration:

a. Quality Control Documentation
b. Inspection Reports
c. Samples of other reports that the County would expect to receive.

5. Pricing Proposal:

1. Fee Estimate (inclusive of reimbursable costs)
2. Additional Services:

(A) Hourly rates for all staff members associated with the project.
(B) Proposed mileage and other reimbursable terms to and from the site.
(C) Proposed circumstances when time will be billed to The County. For example, indicate whether time will be charged for situations such as:
(i) Travel time to and from the site
(ii) Picking up concrete samples
(iii) Rewriting inspector's reports
(iv) Other

6. Certificate of Insurance (Required but not part of scoring criteria)
Provide statement of insurances currently held such as general, auto and errors and omission.

7. Referenced
Include at least 3 references or projects of similar size and type. Include Own er's name, Contact person and title, phone number, description of project (date, size of site, size of building).

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Effective May 17, 2006 Chapter 81, Laws of 2006 requires and 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 CONTARACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

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 Available
IV.C.1	Letter of Transmittal Form	10%
IV.C.2	Team Member Experience	10%
IV.C.3	Relevant Project Experience Area/Hospital Experience	20%
IV.C.4	Fee	50%
IV.C.5	References	10%
Total		100

B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors above.

EVALUATION PROCESS –

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.

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.

4. Resident Preferences

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be

provided to those offerors that have provided the proper documentation to qualify for the preference.

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

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

Material Testing and Inspection
for
LINCOLN COUNTY

LINCOLN County RFP 17-18-006

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with References

The acknowledgment of receipt should be signed and returned (by fax, e-mail and courier or hand delivery) to the Procurement Manager no later than May 8, 2018.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Orlando Samora
Lincoln County Purchasing Agent
PO Box 711
Carrizozo, NM 88301
Phone: 575-648-2385
Fax: 575-648-2381
E-mail: osamora@lincolncountynm.gov

APPENDIX B

SAMPLE CONTRACT

County of Lincoln

CONTRACT #NUMBER

THIS AGREEMENT is made and entered into by and between the County of Lincoln, _____, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.
A. The County shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] _____ dollars ($_____) [per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.)], such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is post-marked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall terminate on DATE unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be 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. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

5. Termination Management.

Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct

for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Lincoln. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Lincoln as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Lincoln unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Lincoln from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Lincoln and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10 and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Twelvth Judicial District Court in Lincoln County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Worker's Compensation.
The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

20. Records and Financial Audit.
The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration, and the State 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

21. Disclaimer and Hold Harmless.
Lincoln County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Lincoln County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Lincoln County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.
The Contractor shall defend, indemnify and hold harmless the County of Lincoln from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Lincoln and the New Mexico Association of Counties by certified mail.

23. Invalid Term or Condition.
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.
Individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Approval of Contractor Personnel.
Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Limit of Liability.
The contractor's liability to the County for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of County's claim. The fore-going limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

28. Survival.
The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

29. Succession.
This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.
A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.
In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.
It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Lincoln County Manager, if the amount of the contract is $5,000.00 or less. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

33. Attorney's Fees.
In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.
All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.
Request for Proposals No. RFP NUMBER and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Lincoln against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Lincoln based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Lincoln for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Lincoln shall:

i. give the contractor prompt written notice of any claim;

ii. allow the contractor to control the defense or settlement of the claim; and

iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provide a procuring agency of the County the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

37. Future Reference (Post Review). Upon completion of all work and the contract is over, there will be a review of all work done by the Contractor and/or any sub-contractors to be kept on file by Lincoln County for future use to help ensure the County picks the best potential Offerors and Awardees.

38. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager // PO Box 711 // Carrizozo, NM 88301

To the Contractor: [insert name and address].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date AND signature below.

By: Date:_____

Contractor

Printed Name: _____

Address: _____

By: _____ Date:_____

Nita Taylor, Lincoln County Manager

APPENDIX C

P.O. Box 711
300 Central Ave

Carrizozo, NM 88301

575-648-2385 phone
575-648-2381 fax

COST RESPONSE FORM

TITLE	Proposal Request Number	OPENING DATE/TIME	AWARD DATE	DATE MAILED
Material Testing and Inspections	**17-18-006**	**May17, 2018 2:00 p.m. MST/MDT**	**May 17, 2018**	**May 3, 2018**

ITEM	DESCRIPTION	Material Testing and Inspections	Total Cost PER YEAR*
1.	**Material Testing and Inspection**		**$_____**
	Receipt of Addenda Nos. ____ is hereby acknowledged. (Where none received, place the figure [0] "zero" in this space.)		
	***NOTE:**	**TOTAL COST**	**$_____**

To the County of Lincoln Purchasing Department: In compliance with the Bid Specifications, the undersigned offers and agrees to furnish any and all items upon which prices are offered at the price set opposite each item to the County within the time specified.

COMPANY INFORMATION

Name_____

Address_____

City_____

State/Zip_____

Phone No._____

Fax No._____

Signature of Authorized Person and Title

_____

_____

_____

Print Name Please

NM CRS No._____

Federal ID No._____

NM Preference No._____

NOTE: FACSIMILE BIDS WILL NOT BE ACCEPTED

Appendix D

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 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.

_____

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

APPENDIX E

OFFEROR

PAST PERFORMANCE REFERENCE QUESTIONNAIRE

RFP NO: 17-18-006

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE TO THE PROCUREMENT MANAGER

Email: osamora@lincolncountynm.gov
May 17, 2018 with proposal

Offeror's Name: _____

Reference Company Name: _____

Please include the name, title and telephone number of the person who is completing this questionnaire

Name: _____ Telephone Number: _____

Title: _____

1. Please briefly describe the type of services performed for your organization by the offeror. (Name of project, types of services performed -- analysis, training, technical support, etc.)

_____
_____
_____
_____
_____
_____

2. Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?

Comment: _____
_____
_____
_____

3. How would you rate the Offeror's ability to learn/understand your organization's or the project needs/requirements?

___ Excellent (Score 10 points)
___ Very Good (Score 8 points
___ Good (Score 5 points)
___ Poor (Score 0 points)

Comment: _____

_____

4. How would you rate the offeror's knowledge and experience in providing the requested technical services?

___ Excellent (Score 10 points)
___ Very Good (Score 8 points
___ Good (Score 5 points)
___ Poor (Score 0 points)

Comment:_____

_____

5. How would you rate the offerors ability to identify and recommend resolutions to problems or issues?

___ Identified and recommended quickly (Score 10 points)
___ Identified and recommended slowly (Score 8 points)
___ Identified but not recommended (score 5 points)
___ Were ignored (Score -0 points)

Comment:_____

_____

6. Quality of Services:

How would you rate the overall quality of the offerors technical services?
___ Excellent (Score 10 points)
___ Very Good (Score 8 points
___ Good (Score 5 points)
___ Poor (Score 0 points)

Comment:_____

_____

7. Do you recall the name(s) of the offerors employees who performed services under your contract? If so, please provide names below.

_____

_____

8. Overall Performance:

On a scale of 0 to 10, how would you rate the offerors OVERALL PERFORMANCE? (Score based upon # of points – 10 points max)

Do you have any additional comments?

_____

_____

9. Would you enter into a contract with this offeror again? If not, why not?
Comment:_____

_____

10. Are you aware of any other company or organization this individual has done work for?
If so, do you have a contact name and phone number?
- Name:
- Phone Number:

11. Do you have any additional comments that might assist us in evaluating the offerors past performance?

Comment:_____

_____

Appendix G
INDIVIDUAL

PAST PERFORMANCE REFERENCE QUESTIONNAIRE

RFP NO: 17-18-006

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE TO THE PROCUREMENT MANAGER AT

Email: osamora@lincolncountynm.gov

By: May 17, 2018 with proposal

Offeror's Name: _____

Proposed Individual's Name: _____

Reference Company Name: _____

Please include the name, title and telephone number of the person who is completing this questionnaire

Name: _____ Telephone Number: _____

Title: _____

1. Please briefly describe the type of work that was performed for your organization by this individual.

_____

_____

2. At the onset, how well did this individual understand the scope of work that you want performed?

_____

_____

_____

Excellent (Score 10 points)
Very Good (Score 5 points)
Good (Score 3 points)
Poor (Score 0 points)

3. What did you like best about the individual?

_____

_____

_____

4. What did you like least about the individual?

_____

_____

_____

5. How would you rate this individual's communication and interpersonal skills?

___ Excellent (Score 10 points)
___ Very Good (Score 5 points
___ Good (Score 3 points)
___ Poor (Score 0 points)

Comment:_____
_____

6. How would you rate this individual's technical skills related to your project?
___ Excellent (Score 10 points)
___ Very Good (Score 5 points
___ Good (Score 3 points)
___ Poor (Score 0 points)

Comment:_____
_____

7. How would you rate this individual's ability to identify and recommend resolutions to issues/problems?
___ Excellent (Score 10 points)
___ Very Good (Score 5 points
___ Good (Score 3 points)
___ Poor (Score 0 points)

Comment:_____
_____

8. How accurate were this individual's estimates for work products/deliverables?
___ Excellent (Score 10 points)
___ Very Good (Score 5 points
___ Good (Score 3points)
___ Poor (Score 0 points)

Comment:_____
_____

9. On a scale of 0 to 10, how would you rate the individual's OVERALL PERFORMANCE? (Score based upon 1.5 times the # of points – 15 points max)

Comment:_____
_____

10. How would you rate the contract deliverables prepared by this individual?

__ Thorough and on time (Score 10 points)
___ Thorough, but usually late (Score 5 points)
___ On time, but incomplete (Score 1 points)
___ Consistently late and incomplete(Score -0 points)

Comment:_____

_____

11. Would you enter into a contract with this offeror and individual again? If not, why not?

Comment:_____

_____

12. Are you aware of any other company or organization this individual has done work for?
If so, do you have a contact name and phone number?

- Name:

- Phone Number:

13. Do you have any additional comments that might assist us in evaluating the proposed individual's past performance?

Comment:_____

_____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

_____

Relation to Prospective Contractor:

_____

Date Contribution(s) Made:

_____

_____

Amount(s) of Contribution(s)

_____

_____

Nature of Contribution(s)

_____

_____

Purpose of Contribution(s)

_____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

PLEASE CHECK ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

___ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

___ 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 discount 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 discount on this bid or proposal. 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 discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, 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)

*Must be an authorized signatory for the Business.

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 unaward of the procurement involved if the statements are proven to be incorrect.