County of Lincoln

Carrizozo, NM 88301

Request for Proposals (RFP)

RFP #20-21-004

"Plumbing Maintenance Services" for the County of Lincoln

Due: September 2, 2020

2:00 p.m. MDT

County of Lincoln

Carrizozo, NM 88301

Request for Proposal (RFP)

RFP #20-21-004

Plumbing Maintenance Services for the County of Lincoln

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COUNTY OF LINCOLN
Carrizozo, NM

Request for Proposals 20-21-004

"Plumbing Maintenance Services"

Due: Wednesday, September 2, 2:00 p.m., MDT

SCOPE OF PROPOSAL

1. REQUIREMENTS

The County of Lincoln is requesting proposals to provide Plumbing maintenance services of less than Five Thousand Dollars ($5,000.00) per job for all County locations. This contract will not apply to new or add-on building construction. Services will include all time, labor and materials to complete each maintenance project.

2. SCOPE OF WORK

Maintenance projects may include, but are not limited to:

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

B. Repair and/or replacement of defective Plumbing parts, components, appurtenances, or equipment in any and/or all County facilities.

C. Preparation of a preventive maintenance schedule for the County Courthouse Complex and Lincoln County Detention Center.

3. REMODELING OR RELOCATION PROJECTS

Installation of Plumbing systems or components for remodeling or relocation projects of less than Five Thousand Dollars ($5,000.00) will require a written project estimate prior to beginning any work under this caption. **The County reserves the right to obtain competitive quotes for all remodeling or relocation work.**

4. CONTRACT PERIOD

The initial period of the contract shall be October 1, 2020 through October 1, 2021 with an option to renew annually up to three (3) additional years upon agreement of both parties and under the same terms and conditions as the original contract, depending upon quality of service.

5. LICENSING

Contractor must hold a current State of New Mexico Contractor's License with an MM-1, MM-3 <u>and</u> MM--4 Classifications or with MM-98 Classification. **Copies of those documents must accompany Contractor's proposal response.**

6. PROPOSAL RESPONSE REQUIREMENTS

Proposal response shall include the following information:

A. Hourly rate for principal PLUMBING Contractor, technician, helper, apprentice or journeyman (hourly rate shall include cost of tools normally used in the type of work described in the RFP).

B. Charges for any tools (leased or owned) not included in the hourly rate.

C. Materials markup rate. **(See *NOTE below)**

D. Cost of mileage or travel charges.

E. Response time.

***NOTE: Please be advised that in order for the County to provide payment to the Contractor for materials utilized in the course and scope of providing the indicated services to the County, a copy of the invoice showing the wholesale cost of the materials used MUST be submitted to the County in order for the County to verify the appropriate markup cost. FAILURE TO PROVIDE A COPY OF THE INVOICE INDICATING THE WHOLESALE COST OF MATERIALS WILL RESULT IN NON-PAYMENT OF THOSE MATERIALS UNTIL SAID INVOICE IS PROVIDED TO THE COUNTY.**

7. PROPOSAL CONDITIONS AND EVALUATION CRITERIA

The County of Lincoln has placed the work being requested out for proposals. Any person/business submitting a proposal must do so based on the following criteria. Criteria will be ranked on an evaluation process as shown in the Evaluation Criteria below.

Evaluations of proposals:

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

8. RECORDS AND AUDIT

During the term of this contract and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the County, the New Mexico State Auditor, and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this contract shall not foreclose the right of the County to recover excessive or illegal payments.

9. PROOF OF INSURANCE

Prior to the commencement of any work hereunder, Contractor shall furnish to the County of Lincoln proof of the required insurance(s) as set forth in the Instructions to Offerors. All such Certificates of Insurance shall provide that the Insurance Company(ies) shall give the County of Lincoln ten (10) days prior written notice before any changes in materials or cancellation of any such policy.

10. PROPOSAL SUBMISSION

All proposals are due and must be received on or before September 2, 2020 at 2:00 p.m. MT. Proposals received after that time and date will not be accepted and will be returned unopened.

All proposals submitted must in a sealed package or opaque envelope; clearly marked on the outside front of the package with the RFP Title; RFP #; RFP due date; and the words "Sealed Proposal Enclosed"! Proposals must be submitted or delivered as follows:

Physical Delivery to:	**OR**	**US Mail to:**
County Manager's Office		County Manager's Office
Attn: Purchasing Agent		Attn: Purchasing Agent
300 Central Avenue		PO Box 711
Carrizozo, NM 88301		Carrizozo, NM 88301

Oral, telephonic, or electronic mail proposals are invalid and will not receive consideration.

11. IMPORTANT INFORMATION REGARDING DELIVERY

Carrizozo is in a rural area of southern New Mexico. *Normal* mail delivery does not apply and **overnight delivery by any carrier is not guaranteed!**

- Within New Mexico, allow 3-5 days by United States Postal Service (USPS) mail.
- Out-of-state mail can take longer than 5 days via USPSmail.
- If using United Parcel Service (UPS), Federal Express or Priority Mail, Contractors should check with the selected carrier who may be able to assist in determining accurate delivery dates to Carrizozo, New Mexico.
- Mail early or hand deliver. The County cannot be responsible for mail delays. Contractor's proposal will be returned unopened if it arrives late.
- **Faxed or electronic responses to this Request for Proposal will not be accepted.**

12. INSTRUCTIONS TO OFFERORS

The **"COUNTY OF LINCOLN, REQUEST FOR PROPOSALS, INSTRUCTIONS TO OFFERORS" is** incorporated into this Request for Proposal and is attached hereto as Attachment A.

13. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

14. RESIDENT VETERAN PREFERENCE CERTIFICATION

New Mexico Resident Preference Certification example is attached hereto as Attachment C.

15. RIGHT TO REJECT

The County of Lincoln reserves the right to reject any or all proposals.

ATTACHMENT A

COUNTY OF LINCOLN: REQUEST FOR PROPOSALS

INSTRUCTIONS TO OFFERORS

1. **DEFINITIONS AND TERMS:**

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

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

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

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

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

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

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

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

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

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

2. REQUEST FOR PROPOSAL DOCUMENTS:

A. Copies of Request for Proposals:

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

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

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

(3) A copy of the RFP shall be made available for public inspection and shall be posted at the Office *of* the County Manager located at 300 Central Avenue, Carrizozo, New Mexico 88301, and on the County's website: www.lincolncountynm.gov, listed under Offices: Purchasing.

B. Interpretations:

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

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

C. Addenda:

(1) Addenda will be sent either by e-mail, U.S.Mail, facsimile or hand-delivery to all who are known by the County *of* Lincoln to have received a complete set of Request for Proposals.

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

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

3. PROPOSAL SUBMITTAL PROCEDURES:

A Number, Form and Style of Proposals

(1) Offerors shall provide one (1) original and five (3) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

(2) All proposals must be typewritten on standard 8 1/2 "x 11" paper and bound on the left-hand margin.

(3) Proposals shall contain a maximum of fifteen (15) pages, including title, index, etc, notincluding front and back covers.

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

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

(6) A pre-proposal conference [X] will not be; or [ ] will be held at the County Commission Chambers on ____

B. Sub-consultants:

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

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

C. Prequalification Process

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

D. Debarred or Suspended Contractors

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

E. Submittal of Proposals

(1) Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals

(2) **Proposals received after that time and date will not be accepted and will be returned unopened.**

(3) All proposals submitted must clearly marked on the outside front of the package with the RFP Title; RFP #; RFP due date; and the words **"SEALED PROPOSAL ENCLOSED"** on the face thereof.

(4) The Offeror shall assume full responsibility for timely delivery of proposals at the County Manager's Office, including those proposals submitted by mail. Proposals must be addressed to the attention of the Chief Procurement Officer of the County of Lincoln; and delivered by means of:

Physical Delivery to:	**OR**	**US Mail to:**
County Managers Office		County Managers Office
Attn: Chief Procurement Officer		Attn: Chief Procurement Officer
300 Central Avenue		PO Box 711
Carrizozo, NM 88301		Carrizozo, NM 88301

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

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

F. Correction or Withdrawal of Proposals

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

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

G. Notice of Contract Requirements Binding on Offeror

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

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

H. Rejection or Cancellation of Proposals

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

4. **CONSIDERATION OF PROPOSALS**

A Receipt, Opening and Recording

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

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

B. Proposal Evaluation

(1) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

(a) acceptable

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

(c) unacceptable (Offerors whose proposals are unacceptable)

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

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

(4). Selection Process

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

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

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

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

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

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

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

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

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

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

D. Notice of Award

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

E. Contract Term

(1) The contract period will begin October 1, 2020 through October 1, 2021, with the option to extend annually for 3 additional years, based on the same terms and conditions.

5. POST-PROPOSAL INFORMATION

A. Protests

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

(2) In the event of a timely protest under this section, the County Manager and the County of Lincoln shall not proceed further with the procurement unless the County Manager makes a determination that the award is necessary to protect substantial interests of the County of Lincoln (13-1-173 NMSA1978).

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

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

a. state the reasons for the action taken and,

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

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

B. Execution and Approval of Agreement

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

C. Notice of Proceed

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

D. Offeror's Qualification Statement

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

6. OTHER INSTRUCTIONS TO OFFERORS

A. Equal Opportunity Employment

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

B. OSHA Requirements in Employment

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

7. **GOVERNING LAW**

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

8. **INDEPENDENT CONTRACTORS**

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

9. **BRIBES, GRATUITIES AND KICKBACKS**

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

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

The form of agreement required by the funding agency or issued by the County of Lincoln is available and may be reviewed upon request.

11. **FEES**

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

12. **FUNDING**

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

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

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

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

The contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified. Such insurance shall cover both the Contractor and his Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Sub-contractors from claims under worker's compensation law, disability benefit laws or other employee benefit laws: from claims for damages to property, including loss of use thereof, any or all of which may arise out of or result from the Contractor's

operations under the Contract Documents whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any sub-contractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance on the form provided has been filed and approved with the owner or engineer.

A Comprehensive General Liability Insurance

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

The above requirements shall include protection from:

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

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

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

The Contractor shall procure and maintain during the life of this

Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the Owner in the amount not less than (1) the sum of Two Hundred Thousand Dollars ($200,000) for damage to or destruction of real property arising out of a single occurrence (2) the sum of Three Hundred Thousand Dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence (3) the sum of Four Hundred Thousand Dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically related expenses as permitted under the Tort Claims Act, or (4) the sum of Seven Hundred Fifty Thousand Dollars ($750,000) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

C. Worker's Compensation Insurance

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

D. Automobile Public Liability and Property Damage

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

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

E. Transit Insurance

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

F. Approval of Insurance

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

G. Proof of Insurance

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

ATTACHMENT "B"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **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.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	**Contribution Amount(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: _____

ATTACHMENT "C"

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 $ I Million 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 un-award of the procurement involved if the statements are proven to be incorrect.