

REQUEST FOR PROPOSALS (RFP)

**SANDOVAL COUNTY PUBLIC WORKS
ROOFING REPAIR SERVICES PRICE AGREEMENT**



RFP# FY16-SCPW-01

Release Date: March 18, 2016

Due Date: April 11, 2016 at 3:00 p.m.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed proposals for a multi-award contract on behalf of the Sandoval County Public Works Division from Offeror's capable of repairing, replacing and/or installing new roofs to County facilities and obtain permits when applicable. Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on April 11, 2016. **THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M.** The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

The County's intent of this Request for Proposal (RFP) is to obtain proposals for a multi-award contract that may be awarded up to two (2) responsive and qualified Contactors for repairing, replacing and/or installing new roofs to County facilities.

C. TERM OF CONTRACT

This Request for Proposal is to contract for the maximum of four (4) years upon satisfactory completion of the Scope of Services.

D. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist

Reference RFP Name: Roofing Repair Services Price Agreement
RFP# FY16-SCPW-01
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	3-18-16
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	3-23-16
4. Deadline to submit Questions	Potential Offerors	3-28-16
5. Response to Written Questions	Procurement Manager	3-30-16
6. Submission of Proposal	Potential Offerors	4-11-16
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County Public Works Division.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on March 23, 2016

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until March 28, 2016 at 5:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER

THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON April 11, 2016. **THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Roofing Repair Services Price Agreement and RFP# FY16-SCPW-01. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalist

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County and Sandoval County Public Works, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. 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. The County personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

8. No Obligation

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations 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.

11. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

15. 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 and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Notice of Penalties

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

17. Right to Publish

Throughout the duration of this procurement process and contract term, 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 and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

18. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Sandoval County.

19. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

20. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

21. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

22. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

23. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for

future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the

original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. Technical Proposals – One (1) ORIGINAL and four (4) HARD COPIES.

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be minimal.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 - 1. Response to Specifications
 - 2. Organizational Experience
 - 3. Organizational References
 - 4. Mandatory Specification
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. Conflict of Interest Affidavit (Appendix E)
 - 7. New Mexico Preferences (if applicable)
- G. Other Supporting Material
 - 1. Financial Stability Documentation
 - 2. Proof of Liability Insurance

2. COST PROPOSAL

Offerors must complete the Pricing Section (Appendix F) and it must be submitted in a **separate sealed envelope**.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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

Offerors **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. DETAILED SCOPE OF WORK

The County of Sandoval, New Mexico is seeking professional services for Roofing Repair Services Price Agreement for Sandoval County

GENERAL SERVICE REQUIREMENTS

The Contractor shall repair, replace and/or shall install new roofs to County facilities and obtain permits when applicable. The Contractor shall provide all labor, materials and equipment to complete the required services requested by the County as per specifications. Projects shall include but not limited to routine maintenance, repairs, replacement and/or installation of new roofs.

All work shall be performed under the direction of a trained Roofing Mechanic and shall be thoroughly familiar with the complete requirements and details of the work, and shall normally be present on the site during the execution of the work.

The contractor shall be provided a Work Order Authorization form and will obtain a written approval with an authorized Purchase Order by the County before initiating any work.

The Contractor shall provide qualified technicians to perform the required duties as directed by the County. Contractor shall be able to provide service twenty-four (24) hours a day, seven (7) days a week with a two (2) hour on site response time. The Contractor shall provide evidence that they are able to provide 24/7 service in this industry.

The Contractor shall contact the County Facilities Representative upon arrival at the job site. Actual travel time to and from the job, work location is not reimbursable under this Agreement

All work required to correct any problems diagnosed by the Contractor shall be approved in writing by the County Facilities Department Representative with an authorized Purchase Order prior to the work being performed.

The County shall approve the removal of any building materials, mechanical and electrical equipment required for the completion of the work. Contractor shall remove and dispose of all wet or defective materials in the performance of the services and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. The Contractor shall leave work area clean and free of debris and Contractor's equipment to the satisfaction of the County.

All work is to be performed in accordance with industry and product manufacturer's instructions. The Contractor shall comply with the Standards of the National Roofing Contractors Association as set forth in the NRCA Roofing and Waterproofing manual.

The Contractor shall take all measures necessary during the course of the work to protect existing property. The Contractor shall repair any damage caused but the Contractor to existing components at Contractor own expense, The Contractor shall provide temporary covering for all roof areas as necessary to protect the building from moisture during the course of the work. Any water damage to the building as a result of Contractor's negligence shall be repaired at the Contractor's expense.

All areas of re-roofing and new roofing which can reasonably be isolated from adjacent existing roofs by area separators shall be so isolated, and the new or re-roofed area shall be guaranteed by the Contactor.

MATERIAL SPECIFICATIONS:

Submittals - All submittals for materials shall be submitted for the purpose of review, at the time of Proposal submittal or within 24 hours if required by the County Public Works Department.

- Materials shall conform to Manufactures requirements for Specified Warranties.
- All Sheet Metal shall be minimum 24 Gauge G-90 Galvanized or Pre-Finished.
- All Materials and Workmanship shall comply with New Mexico Building Codes.
- Roof Drain Leads: This material shall be a minimum 2.5 Pounds.
- Nailers, Wood Curbs and Blocking: This material shall be solid wood pressure treated in conformance with AWWPA C-2 using a minimum of ½ inch wide on any sheet metal flanges.
- Wood Nailer: Securely fasten continuous wood nailers around the entire perimeter of the insulation area around all penetrations including skylights, mechanical equipment, etc. Nailers must be 6 inches wide or 1 inch wider than the flanges being nailed to them.

VENDOR QUALIFICATION

Contractor must have a current contractor's license for roofing with the State of New Mexico. List all Licenses, Classifications and Certification Numbers on the Subcontractors Listing form of this Request. Contractors must have a minimum ten (10) year successful experience in Commercial Repair and Re-Roofing. Contractor shall provide evidence of historical performance for the last ten (10) years.

Contractor shall provide evidence of Real Time Communication via Electronic or Photographic for Repairs, New Roofing & Re-Roofing.

Contractor must provide a licensing agreement for one (1) or more of any Nationally Recognized Roofing Manufactures. Example: Firestone, John Mansville or Carlisle.

WARRANTY- REPAIRS/REPLACEMENTS.NEW ROOF

Warranty: All parts and labor furnished for repairs/replacements shall be warranted against defects for one (1) year from the date of acceptance. Warranty repairs shall include all parts and labor. Contractor must complete warranty repairs within five (5) working days of notification. All new roof installations shall qualify for a 20 year NDL manufacturer's warranty. Continued failure to meet this requirement may be cause for Agreement suspension or Agreement termination and will be back charged for repairs, adjustments, parts and labor after work has been completed.

INVOICE PRICING

Contractor shall invoice with two (2) weeks of successful completion of services with the conditions set below. IF estimate does not match invoice, the Contractor shall provide documentation to explain the increase. Additional invoicing for missed parts, labor and materials after the job has been completed will not be accepted.

- **Parts, Materials and Equipment Rental** shall be billed at the cost stated in the Contractor's quotation and in accordance with the Pricing Section of their bid. In order to be paid for Parts/Materials, all items and their costs must appear in the Contractor's quotation for the job.
- **Labor** shall be billed at the hourly rate stated in Pricing Section II. Overtime, Weekend and Hourly rates will allowable in emergencies and with the prior approval of the County.

OSHA SAFETY STANDARDS

The Contractor shall comply with OSHA 29 CFR 1910 "Standards for General Industry", CFR 1926 "Standards for Construction Industry" when appropriate, and other applicable Federal, State, Local and Sandoval County Safety and Health Requirements. The Contractor shall provide to Sandoval County, when requested: (a) Written documentation, which identifies all hazardous materials that will be used on the work site; (b) A written and signed statement by insurance carrier stating the Contractor is in compliance with OSHA 29 CFR1910.1200, Hazard Communication Standard, and (c) A written "Site Safety Plan" outlining what precautions and protective measure

the Contractor shall take to lessen any hazardous exposures to the Contractor's employees as well as other individuals working or visiting the County Facility or work site; (i.e. County, State, City, Federal or Public School employees, private citizens, etc.).

Contractor shall provide all equipment and tools appropriate for the type of work to be performed and shall be well maintained, calibrated, and in proper working order before use in the performance of the service in accordance with 126.300 "Tools- Hand and Power" General Requirements.

Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner. The Contractor shall maintain a safe work environment at all times.

Contractor to verify all servicemen have current OSHA Ten (10) Training.

WORK ORDERS

General: Individual Work Orders for Roof Repair and New Roof Installation Construction Services will be issued by the Public Works Department ("PWD") as needs arise. Such Work Orders will include an approved Work Order Authorization Form. The authorized Work Order Authorization Form with an authorized County Purchase order is the Notice to Proceed (NTP) given to the Contractor awarded the project under the Work Order to begin work on a particular project. The Work Order sets forth the Contract Time, the date to start work, the date to finish the work, and the liquidated damages for Contractor's failure to comply with each. The contract price is the accepted offer of a pre-qualified Contractor for the work under a Work Order project and shall be the total payable to the contractor.

Issuance of Work Orders: An authorized PWD representative will prepare a written outline of project requirements to include a general description of the Work, drawings, materials, labor, equipment, and any special criteria ("Work Order"). If available, plans will be provided by PWD, the authorized PWD representative will contact the primary and/or secondary Contractor(s) via fax, email, telephone and/or in writing as to the issuance of a Work Order project. If necessary the PWD representative will meet with the Contractor(s) to review the scope of the proposed Work Order, visit the site in order to become familiar with all governing site conditions, and to establish a reasonable time and schedule for completion of Work. Factors to be considered shall include, but not be limited to, the nature and urgency of the Work, coordination with PWD's needs, coordination with other construction contracts in the area, impact of previously issued Work Orders, scheduling and available staffing, and lead time for delivery of materials. Contractor(s) shall then have seven (7) working days within which to provide a Work Order offer. The Contractor(s) may be required to meet with PWD representatives as required to confirm the project requirements and review the budget and schedule.

Work Order Offers: When requested; the Contractor(s) will submit a written Work Order offer to the authorized PWD representative incorporating a declaration as to the Contractor's ability to perform the required services. The Work Order offer shall include a detailed written proposal for performing the services and accomplishing the Work as described in the Work

Order project and a total Price for such services and work. The Work Order offer shall be broken down into Lump Sum Offer Items and shall identify all subcontractors and reimbursable costs to perform the services and accomplish the work as described. The Work Order offer must include a signed statement that the Contractor agrees that all offers submitted for each Work Order project may not be withdrawn for a period of sixty (60) calendar days after being submitted to the Owner for consideration. The written offer will include all labor costs adjusted for a Wage Decision issued by the State of New Mexico for the appropriate type of project, if applicable. The standard equipment / material rates and manpower rates used to prepare the offers shall be in accordance with those submitted to County with the RFP.

WORK ORDER AUTHORIZATION-NOTICE TO PROCEED

The process for issuance of individual Work Orders includes the following major functions prior to the Notice to Proceed Authorization: An authorized PWD representative will issue individual Work Orders to the Contractor(s) to submit an offer. If a Work Order request is issued to both the primary and secondary Contractors, PWD will review and select the offer most advantageous to the County based on price, the Contractor's ability to perform work and/or other criteria as may be stated in the Work Order request.

PWD and Contractor will set Contract Price, time and schedule for completion of Work Order. PWD will complete a Work Order Authorization Form, note a recommendation and will submit to Contractor for approval. PWD's acceptance of Contractor's offer and submittal of completed Work Order Authorization Form with an authorized County Purchase order to the Contractor for approval constitutes the Notice of Award of the project under the Work Order to the Contractor.

The County will submit to the awarded Contractor the Wage Decision Notification of Award (NOA), if applicable.

Contractor signs and returns Work Order Authorization Form to PWD together with Performance Bond and Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the Work Order Contract Price, and all required insurance certificates. If all documents are acceptable, the Purchasing Department will issue a written Purchase Order.

Following issuance of a written Purchase Order, the Work Order Authorization Form, signed by an authorized PWD representative, will be returned to the Contractor as the Notice to Proceed with Work Order project.

The above process is presented to inform County and Contractor representatives of the steps that must be completed before the Notice to Proceed Authorization will be signed by an authorized PWD representative. This information is provided to aid the Contractor in fulfilling the requirement that he/she not proceed with unauthorized work. Unauthorized work is any work performed prior to the issuance of a written Purchase Order.

No payment will be made to the Contractor for Work performed without proper Notice to Proceed Authorization for the associated Work Order and a written Purchase Order.

TERMINATION OF WORK ORDER ISSUANCE

At any time prior to award of a Work Order to the Contractor(s), the County shall have the unilateral right to request public bids for Work required for any project or portion of a project, or if such Work is related to another project for which the County has an existing contract, the County shall have the right to authorize said Work to be performed under a change order to such related contract, without obligation under this Agreement.

Should the County and the primary Contractor be unable to establish mutually acceptable pricing, time or schedule, for any proposed Work Order, the County will select an offer from the secondary Contractor or to terminate the Work Order authorization process for that work to be performed under the established Agreement, and proceed to seek performance for the same Work under a separate RFP, without further obligation under the established Agreement.

Emergency / Non-Emergency Response: The Contractor must furnish transportation, tools, and respond to the "trouble site" within the limits of Sandoval County within 75 minutes from the time of dispatch, and respond to the mountain area "trouble site" within 90 minutes from the time of dispatch.

The Contractor's personnel shall have a cell phone and number supplied by the Contractor for communication regarding work under the Agreement.

Payment for the labor portion of the work will be based on the hourly rates defined in this RFP and according to the normal and emergency response times defined below.

The Contractor may be required to perform emergency repairs at times other than regular working hours. The Contractor shall be available to perform emergency work on a twenty-four (24) hour, seven (7) days per week basis. Emergency service is defined as work performed before 7:00 a.m. and after 5:00 p.m. Monday through Friday and between 5:00 p.m. Friday through 7:00 a.m. Monday. Emergency service calls require a two (2)-hour minimum on-site response time and will be billed at the after-hours and weekend rates

WORK ORDER QUANTITIES AND PRICES

Actual quantities of work performed will be dependent upon on-call Work Order requests from the County.

The agreed upon offer prices are to be applied to the individual Work Orders to be issued, as set forth under the Agreement.

OWNER'S RIGHTS

The term "project" as used in this section means any combination of Work under a single Work Order that the County, in its sole discretion, determines to have constructed, at a single site or multiple sites.

The County reserves the right at any and all times to ask for public bids on any project for the Owner with no obligation to issue a Work Order under this contract. Should the County exercise this right, it shall be considered as a separate contract, foreign to any commitments to this Contract, and will in no way relate to the contractual agreements, time, estimated quantities or money contained in this document.

Collusive Practice: Collusion among awarded Contractors on Work Order offers shall be cause for rejection of all offers without consideration.

Proprietary Data: The Work Order offers submitted by the Contractor(s) shall be open to public inspection after receipt of a Purchase Order. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, which request encompasses such materials, they will be disclosed. The County assumes no responsibility to maintain the confidentiality of any materials submitted in response to requests for offers under this RFP

PERFORMANCE WARRANTY

Work performed shall meet all applicable requirements of the latest revision of the Local Building codes and the United Building Code (UBC). The contractor shall guarantee all work performed under this agreement, for a minimum of one year from the date of completion, against any defects in workmanship.

SECURITY REQUIREMENTS

Due to the nature of the locations of some of the equipment to be serviced at locations (i.e. Detention Center, Sandoval County Courthouse), Contractor's personnel may be subject to searches or other required security measures.

UTILITIES

The Contractor shall make all provisions for the supply of power, water and other utilities to complete the services. The Contractor shall be responsible for the coordination of all utilities.

CHANGES IN THE WORK -CHANGE ORDERS

The combined allowance for overhead and profit included in the total cost to the County shall be based upon the following procedure: Each proposal for a change in the amount of The Agreement, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the estimate and all Sub-Contractor's work to include the following detail in the order listed:

- Material quantities and unit costs
- Labor amounts and hourly rates (identified with specific items of materials to be placed or operation to be performed)
- Equipment cost, if any
- Workmen's Compensation and Public Liability Insurance
- Overhead and Profit
- Employment Taxes under FICA and FUTA

The allowance for overhead and profit combined shall be based upon the following schedule:
 Sub-Total before applying the Percentage Shown:

- Contractor for work performed by their own forces 10%
- Sub-Contractor for work performed by their own forces 10%
- Contractor for work performed by their Sub-Contractors 5%

Overhead for individual change order proposals that include a time extension of five (5) calendar days or less shall include the following: bond premiums, small tools, incidentals, and general office expenses.

Overhead for those including a time extension of more than five (5) calendar days shall include such as the above, with superintendent and wages of timekeepers negotiated on an individual basis.

On proposals covering both increases and decreases in the amount of the Agreement, the combined overhead and profit shall be allowed on the net increase only.

ASBESTOS

Any time during the course of performing any work under this Agreement the Contractor discovers the presence of asbestos or suspects that asbestos is present, the Contractor shall stop work immediately, secure the area, notify the County immediately and wait for positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor, but without additional compensation due to the time extension. Work will not proceed without an Asbestos-Related Work Authorization executed by the County.

REMOVING DEBRIS AND CLEANING THE AREA

The Contractor shall, during the progress of the work, remove and dispose of all debris and keep the premises clean and safe. When the work is complete, the Contractor shall remove all construction equipment and surplus materials (except materials that are to remain the property

of the County as provided in the specifications }, and leave the premises in a clean condition to the satisfaction of the County.

VI. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) Provide a summary of the background and experience of principal members of the firm's organization including the officers and supervisors.
- b) Provide resumes for the assigned Project Manager or Superintendent stating their qualifications and years of experience in the construction/roofing industry.
- c) Provide a list of individuals your firm will assign as the project foreman and their years of experience with performing emergency and non-emergency repairs for Roof Repair Construction.
- d) Please provide a total number of current employees stationed in the Albuquerque metro area with a breakdown of their title.
- e) Provide a list of relevant major equipment owned by your company available for projects.
- f) Provide a list of all projects currently under contract with Sandoval County.
- g) Provide a history of your firm's organization.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Similar background experience performed);
- e) Client project manager name, telephone number, fax number and e-mail address.
- f) Provide summary of each project for each Business reference to include size and the type of roof and the repairs, original contract amount, original contract duration (days), final contract amount, final contract

duration (days) ((with all change orders and time extensions)), were liquidated damages assessed, percentage of work that was subcontracted, contract type, list name and percentage of major subcontractors.

3. Mandatory Specifications

- a) Must provide a copy of your current contractor's license with the name of the license holder as on file with the State of New Mexico showing license certification(s), license code, license number, registered contract number (Dept. of Workforce Solutions), Issue Date and Expiration Date of license.
 - Must provide whether the license has ever been suspended or revoked by the CID or by the appropriate licensing agency.
 - Provide whether your firm holds all applicable Business licenses required by the State or Local Law.
- b) Must provide all manufacture's licensing agreements that your company maintains.
- c) Must provide a plan for managing 24/7 service in case of emergencies with levels of response time.
- d) Must provide current surety company and agent's name and telephone number that will be used for this project.
- e) Must provide a list of current insurance companies and provide a statement of insurance losses incurred during the past five (5) years, any workmen's accidental deaths during that period, provide a list of any court judgements, pending litigation, arbitration and final agency decisions.
- f) Must provide a copy of the firm's written Quality Assurance Program. Must also provide a statement of specific measures that your firm will utilize to ensure that the quality of materials utilized on projects and the workmanship conform to the plans and specifications of each project.
- g) Must provide your firm's current Affirmative Action Policy.
- h) Must provide your firm's Management Plan describing how you would handle projects, including staffing, technical approach to the projects and project scheduling, whether you support any opportunity for value engineering and estimated cost savings and accelerating the schedule.
- i) Must provide a copy of your firm's written Safety Plan and verification of safety training.

OTHER SUPPORTING MATERIALS

Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well financial statements for the proceeding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial

statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Insurance

ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by the vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

APPENDIX

1. Acknowledge of Receipt Form

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Conflict of Interest Affidavit

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP Documents. The Offeror warrants that it presently has no interest and 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. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Pricing Section

Offerors must include the required repair services with hourly rates to include material cost with 15% profit and overhead. (APPENDIX F)

VII. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section VI	Points Available
Organizational Experience	30 points
Organizational References	30 points
Mandatory Specifications	40 points
TOTAL TECHNICAL POINTS	100 POINTS
TOTAL POSSIBLE COST POINTS - 20 POINTS	
Lowest Responsive offer Bid ----- X Available Award Points This Offeror's Bid	
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
TOTAL COMBINED POSSIBLE POINTS	120 POINTS
New Mexico Preference – Resident Business Points	
New Mexico Preference – Resident Veterans Point	

Table 1: Evaluation Point Summary

EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

- a. Organizational Experience**
- b. Organizational References**
- c. Mandatory Specifications**
- d. Pricing Cost Proposal**
- e. Proof of Financial Stability**
 - i. Pass/Fail only. No points assigned.
- f. Proof of Insurance**

i. Pass/Fail only. No points assigned.

g. Letter of Transmittal

i. Pass/Fail only. No points assigned.

h. Signed Campaign Contribution Disclosure Form

i. Pass/Fail only. No points assigned.

i. Conflict of Interest Affidavit

i. Pass/Fail only. No points assigned.

1. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

2. Interview

If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.

4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. 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

APPENDIX A

REQUEST FOR PROPOSAL

SANDOVAL COUNTY ROOFING PROJECT
RFP# FY16-SCPW-01

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than March 23, 2016 by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____
Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

___ 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.

_____, 2015
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

(Date)

*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 termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

**PRICING SECTION
ROOF REPAIR CONSTRUCTION SERVICES**

APPENDIX F
Pricing Section
Roof Repair Construction Services

The Contractor will provide the required repair services at the following hourly rates plus material cost with 15% profit and overhead.

1. **Hourly Rate for Foreman:**
Weekdays \$ _____/per hour
Weekdays after hours \$ _____/per hour
Weekends \$ _____/per hour
Holiday Rate \$ _____/per hour
Overtime Rate \$ _____/per hour

2. **Hourly Rate for Roofer:**
Weekdays \$ _____/per hour
Weekdays after hours \$ _____/per hour
Weekends \$ _____/per hour
Holiday Rate \$ _____/per hour
Overtime Rate \$ _____/per hour

3. **Hourly Rate for Apprentice:**
Weekdays \$ _____/per hour
Weekdays after hours \$ _____/per hour
Weekends \$ _____/per hour
Holiday Rate \$ _____/per hour
Overtime Rate \$ _____/per hour

GRAND TOTAL COST (Items 1 through 3): \$ _____

List all roofing manufactures you are certified to work on:

- 1) _____ 2) _____ 3) _____
4) _____ 5) _____ 6) _____
7) _____ 8) _____ 9) _____
10) _____

Parts, equipment, and material shall be supplied less a percentage from the Offers current:
Price List: _____percentage (%)
Rental of Equipment: _____percentage (%)

Holiday Schedule shall be in concert with Sandoval County approved Holidays and include Christmas Eve, Christmas Day, New Year’s Day, Martin Luther King Day, the Friday before Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving (two [2]days).