

REQUEST FOR PROPOSALS (RFP)

SANDOVAL COUNTY

HVAC SERVICES ON-CALL



RFP# FY22-SCPW-04

Release Date: October 24, 2021

Due Date: November 23, 2021 at 3:00 p.m. MST

NIGP CODES: 91017, 99247

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed proposals on behalf of the Sandoval County Public Works Department for Heating, Ventilation, and Air Conditioning (HVAC) Services On-Call (NIGP Commodity Codes # 91017, 99247). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, 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 November 23, 2021. Late submissions will not be considered. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SANDOVAL COUNTY BACKGROUND

Sandoval County is a Class A county located in central New Mexico. It covers over 3,700 square miles of both urban and rural areas with a population of approximately 148,800 people according the 2020 census. Sandoval County has a commission/manager form of government. The Board of County Commissioners consist of five members elected by voters within their respective districts. The County Manager is appointed by the Commission to carry out policy and serve as chief administrative officer.

Sandoval County has facilities located in Bernalillo, Rio Rancho, Cuba, Placitas, Pena Blanca, Jemez Springs, Torreon, Zia, Regina, Cochiti, Corrales, etc.

C. SCOPE OF PROCUREMENT

Sandoval County Board of Commissioners is accepting sealed proposals on behalf of the Public Works Department for On- Call HVAC services at all Sandoval County facilities. Ability to provide 24 hour emergency service is mandatory.

Typical services performed under this contract may include new installation, scheduled repair service and general maintenance. Additional services performed may include emergency service calls for repairs on an as needed basis. The successful Offeror(s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described in the Scope of Work.

D. TERM OF CONTRACT

This Request for Proposal is to contract on a yearly basis with the option to renew the contract annually for a maximum of four (4) years upon satisfactory completion of the Scope of Services.

The resulting contract will be a multi award. The contract is non-exclusive should a need or conflict arise as determined by Sandoval County.

E. 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: Leslie Olivas, 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: ldolivas@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows. All potential offerors are responsible for ensuring their complete proposal is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

Name: Leslie Olivas, Senior Procurement Specialist
RFP Name: HVAC Services On-Call
RFP# FY22-SCPW-04
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 state 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.

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	OCTOBER 24, 2021
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	OCTOBER 29, 2021
4. Deadline to submit Questions	Potential Offerors	NOVEMBER 4, 2021
5. Response to Written Questions	Procurement Manager	NOVEMBER 12, 2021
6. Submission of Proposal	Potential Offerors	NOVEMBER 23, 2021 AT 3:00 PM MST.
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 Department.

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.

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 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E. 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

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 (MST) ON November 23, 2021. 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 E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **HVAC Services On-Call and RFP# FY22-SCPW-04**. 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.

7. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule, 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.

8. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County 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.

9. 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:

Leslie Olivas, 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 (Appendix C). 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 affected 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. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, adequately meeting the needs of the County.

17. 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.

18. 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.

19. Ownership of Proposals

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

20. 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.

21. 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.

22. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

23. Campaign Contribution Disclosure Form

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

24. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix C) 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. indicate acceptance of the Conditions Governing the Procurement indicate acceptance of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in #2 above.

25. 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 sub-contract.
 - 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.

26. Use by Other Government Agencies

By submitting a bid or proposal, the Bidder or offeror indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contact for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

27. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. **E-mail address will be provided on Appendix A which will be submitted in a timely manner.**

28. 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

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

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.

1. NUMBER OF RESPONSES

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

2. NUMBER OF COPIES

A. Hard Copy Responses

Offeror's proposal must be clearly **labeled and numbered and indexed**. 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 must deliver:

- **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL). See Appendix F.
- **Please include an electronic copy (flash drive) of the Technical and Cost Proposal.**

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 these requirements, may be deemed non-responsive and rejected on that basis.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½” x 11” 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. 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
- F. Response to Specifications
 1. Organizational Experience
 2. Organizational References
 3. Mandatory Specification
 4. Conflict of Interest Affidavit (Appendix E)
 5. Signed Campaign Contribution Form (Appendix B)
 6. New Mexico Preferences (if applicable)
 7. Financial Stability
 8. Proof of Insurance and/or Surety Bonds
 9. Other Supporting Material (if applicable)

2. COST PROPOSAL – Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE

- A. The Offeror shall fully complete and submit Appendix F – Cost Proposal Form.
- B. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.
- C. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task with in each task. The Offeror shall quote hourly rates

for additional consulting beyond the scope of the described tasks.

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, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The following specifications are to be used as guidelines in submitting proposals and shall be made a part of the contract between Sandoval County and the successful Offeror.

Sandoval County, New Mexico is seeking proposals for Plumbing Services On-Call. The successful Offeror must provide the proper equipment, supplies, and certifications and/or licenses to perform the following services, which include, but not limited to:

1. EMERGENCY CALL OUT SERVICE

Contractor shall provide 24 hour emergency service as needed in all aspects of HVAC emergency repair for the County facilities included in this specification. Contractor shall be available for emergency services 7 days a week, inclusive of holidays. Contractor shall have working personnel on-site within 2 hours of the call-out, or respond by telephone to the County Representative within one-half-hour if the problem is capable of being corrected through the use of a computer modem to alleviate the source of complaint.

2. HVAC MAINTENANCE AND MONITORING

- a. Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all County facilities.
- b. Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- c. Contractor shall provide oversight and documentation of Seasonal Preventative Maintenance on all HVAC systems and provide that data to the County Representative at the first of every month.
- d. Contractor shall inspect all support structures and provide documentation of maintenance and repairs to the County Representative.

- e. Contractor shall inspect all moving parts or components, investigate noises: belts, bearings, drives, and fans; and lubricate and adjust as recommended per manufacturer's specifications.
 - f. Contractor shall perform air-handling unit maintenance which includes but is not limited to: all services recommended by manufacturer; replacing air filters at least quarterly at all County facilities not covered under resulting contract.
 - g. Contractor shall inspect, provide oversight and documentation that all County owned facilities are receiving required work.
 - h. Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests.
3. **ADDITIONAL CONTRACTOR REQUIREMENTS**
- a. Contractor shall show evidence of having served local government customers.
 - b. Contractor shall have full-time journeymen-level mechanical personnel and factory-trained automation specialists.
 - c. Contractor shall provide the County Representative with a comprehensive monthly tracking report of HVAC services and repairs. Report will be generated on a nonproprietary software program and given to the representative electronically at the first of every month.
 - d. Contractor shall implement measures to remotely access generic HVAC control systems as needed for emergency service.
 - e. Service Automation specialists shall demonstrate familiarity with a variety of generic HVAC control systems.
 - f. Contractor shall advise the County Representative of the availability of generic HVAC control system upgrades as they become available.
 - g. Contractor shall supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall display the Contractor logo and employees' first or last name shall be clearly visible.
 - h. Contractor shall provide SDS sheets to County in a complete "Right to Know" binder for all products used in County facilities. County will determine location of "Right to Know" books.
4. **SPECIFIC SERVICES**
- a. Annual Maintenance – Contractor will perform scheduled annual preventative maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the County's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Contractor will also provide recommendations for additional services that will better enhance equipment performance.
 - b. HVAC Air Filter Changing Service – This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher systems and energy efficiency.

- c. Air Cooled Condenser Coil Cleaning – This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.
- d. Evaporator Coil and Cleaning – Contractor will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the contractor and the County Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and/or other devices that allow the proper cleaning of the coil.
- e. Operating Inspection – Contractor will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturers’ published recommendations, equipment application, and location.
- f. Operating Inspection – Heating – This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer’s published recommendations, equipment application, and location.
- g. Operating Inspection – Cooling – This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer’s published recommendations, equipment application, and location.
- h. Diagnostic Services – The Contractor shall have the knowledge, ability, and technical expertise to remotely monitor, interpret and troubleshoot problems prior to arriving onsite utilizing interfaces to any existing or future Energy Management Control System (EMCS), as well as the knowledge, ability, and technical expertise to diagnose and repair components of the EMCS including, but not limited to, sensors, actuators, controllers, man machine interface and logic. Contractor shall repair or replace failed or worn moving parts such as, but not limited to: bearing, motor rotors, motor starters, seals, gears, burners, actuators, controls, switches, and sensors. Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system’s problem(s). The County shall not incur any extra charge for this service.

Contractor shall itemize the equipment list covered as repairable or replaceable. If HVAC equipment is not repairable, contractor will contact the County representative with an estimate to replace with an equivalent type.

- i. Equipment Tasking – The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Rooftop Packaged Units

1. Filters changed quarterly on a minimum basis or as required.
2. Preventative maintenance service to be performed quarterly.
3. Lock out and tag equipment as required.
4. Check all electrical wiring, connections. Tighten as required.
5. Check all motor starter contactor surfaces for wear.
6. Clean electrical control enclosures.
7. Lubricate air handling unit motor bearings and fan bearings, if applicable.
8. Check air handling unit belts for war.
9. Check belt tension and sheave alignment.
10. Change belt and change as required.
11. Check condition of evaporator coils. Chemically clean as required.
12. Check and clean condensate drains, drain line and pan annually.
13. Inspect air handling unit fan assembly.
14. Lubricate condenser motors as required.
15. Chemically clean condenser coil and fan blades annually.
16. Check structural integrity of unit.
17. Check all mounting hardware, tighten as needed.
18. Check and calibrate controls.

Exhaust Fans

1. Preventative maintenance.
2. Lock out tag all equipment as required.
3. Check all electrical wiring and connections and tighten.
4. Check all motor starter contractor surface for wear.
5. Clean starter and electrical control enclosures.
6. Lubricate motor bearing and fan bearings.
7. Check exhaust fan belts for wear, replace as required.
8. Check belt tension ad sheave alignment. Adjust as required.
9. Inspect exhaust fan unit assembly.
10. Check all mounting hardware. Tighten as required.

Package, Gas Heat Electric Cool

1. Preventative maintenance.
2. Change filter quarterly on a minimum basis. Increase as necessary.
3. Check unit voltage and record.
4. Lubricate motors as required.
5. Check and adjust burners for proper flames.

6. Check for proper combustion and flue gas relief.
7. Record discharge temperatures, heating and cooling modes.
8. Record return air temperatures.
9. Check and adjust operate and safety controls.

Air Handler

1. Perform maintenance quarterly.
2. Lock out tag equipment.
3. Check starter contacts for excessive wear.
4. Tighten all starter wire connections.
5. Check belts, adjust or replace as needed.
6. Check belt tension and sheave alignment. Adjust as required.
7. Meg-Ohm motor and record annually
8. Check fan motors amps.
9. Clean and lubricate unit motor bearings and fan bearings.
10. Check operation of economy dampers.
11. Lubricate all dampers and linkages as necessary.
12. Check operation of static vane (if applicable).
13. Visually check all coils for leaks (annually).
14. Check and record all coil delta T (annually).
15. Inspect all mounting hardware, tighten as needed.

Multi-zone Air Handler

1. Perform maintenance quarterly.
2. Lock out tag equipment.
3. Check fan motor amps.
4. Clean and lubricate components.
5. Check operation of economy dampers.
6. Check operation of static vane or dampers.
7. Check operation of zone dampers.
8. Check and adjust operating and safety controls.

Package Chiller Annual

1. Lock out tag equipment.
2. Check condenser/barrel tubes.
3. Check chiller barrel tube.
4. Check and record unit amp draw.
5. Check unit voltage and record.
6. Check unit pressures and record.

Chiller with Reciprocating Compressors

1. Visually inspect equipment condition and operation.
2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks.
3. Check unit voltage and record.
4. Check unit operating hours and record.

5. Check condenser pressure and record.
6. Check evaporator pressure and record.
7. Check oil sump sight glass.
8. Record chilled water inlet temperature.
9. Record chilled water outlet temperature.
10. Check condenser water inlet temperature.
11. Check condenser water outlet temperature.
12. Check compressor starter contacts for abnormal wear.

Variable Frequency Drive

1. Check unit operation quarterly.
2. Check fault history report.
3. Check operation of manual bypass.
4. Verify drive signal increase and decrease.
5. Check and tighten all electrical connections.
6. Check starter contacts for wear.

VRF System

1. Perform maintenance quarterly.
2. Check gate valve and regulating elements, pressure reading in system, unit cleaning, oil refilling, noise and vibration elimination during fan operation, control and adjustment of the internal nodes.
3. Clean clogs and clean drain lines to ensure proper flow.
4. Check if the running ampere and voltage is normal or not.
5. Check if the electrical connection is fixed or loose.
6. Check if the controller is in normal working conditions.

Boilers

1. Perform maintenance quarterly.
2. Inspect the combustion air piping and flue gas vent piping for any indication of leakage, deterioration, or signs of blockage.
3. Examine the relief valve discharge pipe and boiler relief valve for any noticeable signs of leakage or weeping.
4. Investigate the condensate drip line, PVC fittings, drain system, and drain trap for any types of blockages if the system is a condensing boiler.
5. Examine boiler hydronic piping for leaks.
6. Inspect burner flame.
7. Schedule to have the low water cutoff tested for appropriate operation.
8. Thoroughly inspect the heating system and rectify any problems.
9. Clean and inspect the heat exchanger of the boiler.
10. Ensure all boiler connection and wiring is intact.
11. Make sure water pH levels are within the proper range.
12. Inspect condensate system and clean and flush the system as necessary.
13. Examine and clean flame sensors, ignitor, and burner assembly.
14. Examine the venting system for deterioration, corrosion, or blockage to ensure all pipe and joint connections are secure.

15. Inspect the vent terminations and air inlet to make sure they are unobstructed and clear.
16. Check control settings as well as test safety controls and operating controls.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience:

- a) Provide a description of all relevant experience as required in the scope of work with state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of HVAC Services On-Call.
- b) Provide a narrative that details the history of the company.
- c) Provide a narrative that details each individual's staff experience, education and qualifications.
- d) Provide a narrative that details staff size and availability of each experienced plumber that shall be dedicated to Sandoval County during the contract.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for state or local government clients within the last three (3) 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 County reserves the right to consider any and all information available to it.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in the Sequence of Events for inclusion in the evaluation process.**

3. Mandatory Specifications

A brief but detailed explanation is required for of each mandatory specification listed below. Offerors are encouraged to fully address each category, as points are assigned.

1. Offeror shall indicate at minimum one (1) of the following options provide services at for this proposal:
 - a. Whole County (Includes all facilities listed within each Region identified below)
 - b. Region 1 – Facilities located within the Town of Bernalillo, the Village of Corrales, and the City of Rio Rancho
 - c. Region 2 – Facilities located within Jemez Pueblo, Cochiti Pueblo, Pena Blanca, San Isidro, Zia Pueblo, Placitas, San Felipe Pueblo, Santa Ana Pueblo, Algodones, and La Madera
 - d. Region 3 – Facilities located within Regina, Cuba, Counselors, La Cueva, and Jemez Springs
2. Licensing Requirements: The successful contractor shall hold current Contractor's License with an MM-1, MM-3, **and** MM-4 Classifications, or with MM-98 classification, and ensure that any and all of its employees, agents and subcontractors, if any, are also duly and properly licensed under the State of New Mexico. **Copies of those documents must accompany Offeror's proposal response.**
3. Codes, Fees, and Permits: All work shall be executed in accordance with the current Uniform Plumbing Code (UPC), local and state ordinances, and regulations governing the particular class of work involved. The contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by Sandoval County for these permit fees only. No markup will be allowed. Actual copies of the permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up. In the event of a conflict between the various codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved and on completion of the work, the final certificates of approval shall be obtained by the contractor and delivered to Sandoval County.
4. Materials Supply and Quality: Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the Sandoval County Project Manager, or designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Manager.
5. Procurement of Other Materials: Sandoval County reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials, so procured shall not be marked up by the contractor in any manner. Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to Sandoval County. Changes shall be made as mutually agreed or necessary.

6. Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of County Commissioners and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.
7. Detail your understanding of what the County is seeking in regards to HVAC services. *(Understanding of Project and Scope of Service)*

4. Business Specifications

Financial Stability

Offeror's must submit copies of the most recent years independently audited financial statements and the most current 10k, as well as 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 the amount of \$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 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.

V. 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	Points Available
Organizational Experience	30 points
Organizational References	30 points
Mandatory Specifications	30 points
POSSIBLE TOTAL COST POINTS	10 points
Lowest Responsive offer Cost ----- X Available Award Points This Offeror's Cost	
GRAND TOTAL POSSIBLE POINTS	100 POINTS
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
New Mexico Preference - Resident Vendor Points	
New Mexico Preference - Resident Veterans Points	

Table 1: Evaluation Point Summary

B. 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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and

well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

b. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business 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.

c. Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section.

d. Cost

Lowest Responsive Offeror’s Cost

----- **X Available Points**
Each Offeror’s Cost

e. Pass/Fail Section: A “fail” for any item(s) below will result in a non-responsive proposal and the proposal will *not* be evaluated.

- **Letter of Transmittal**
- **Signed Campaign Contribution Disclosure Form**
- **Conflict of Interest Affidavit Form**
- **Proof of Financial Stability**
- **Proof of Insurance**

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% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

2. Interview

If an interview is held, the Purchasing Manager 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.

- **APPENDICES-A through F must be completed and submitted**

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

HVAC Services On-Call
RFP# FY22-SCPW-04

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 table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **October 29, 2021** by 5:00 pm (Mountain Daylight 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.

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-404-5873
E-mail: ldolivas@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 one hundred dollars (\$100) 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 ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SANDOVAL COUNTY’S CURRENT ELECTED OFFICIALS

Katherine A. Bruch, Commission District 1

Jay C. Block, Commission District 2

Michael Meek, Commission District 3

David J. Heil, Commission District 4

G. Kenneth Eichenwald, Commission District 5

Linda P. Gallegos, Assessor

Anne Brady-Romero, Clerk

Charles J. Aguilar, Probate Judge

Jesse James Casaus, Sheriff

Jennifer Taylor, Treasurer

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.

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for **RFP# FY22-SCPW-04 HVAC Services On-Call** via **facsimile** or **e-mail** at:

Name: Leslie Olivas, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: ldolivas@sandovalcountynm.gov

Please return no later than November 23, 2021 @ 3:00 p.m. Mountain Standard Time and **must not** be returned to the individual/company requesting the reference. Late submissions will not be considered.

Please enter **detailed** answers in the “comments” section of each question.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT FORM

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
COST PROPOSAL FORM

COST PROPOSAL FORM

5. COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. **Mark-Up** shall include trade related tools, trade related equipment, transportation, relevant expenses, overhead, taxes, and profit, to perform work, which may be involved in the contract (mark-up **does not** include materials, see Mandatory Specifications Paragraph 5). Any proposal **without** a **completed** compensation schedule will be rejected as non-responsive.

Notes: (Hourly Rate + Mark-Up %) x Number of Hours = Total Price
DO NOT include gross receipts tax in the prices quoted below.

1.A. LICENSED JOURNEYMAN

Performance Period	Hourly Rate	Mark-Up %	Number of Hours	Total Price
Straight Time			500	
Overtime Daily (Mon – Fri)			10	
Overtime Saturday			10	
Overtime Sunday and Holiday			10	
24/7 Emergency Response Premium (30 minutes response time, boots on ground within 2 hours required)			10	
1.A. Sub-Total				

1.B. APPRENTICE

Performance Period	Hourly Rate	Mark-Up %	Number of Hours	Total Price
Straight Time			500	
Overtime Daily (Mon – Fri)			10	
Overtime Saturday			10	
Overtime Sunday and Holiday			10	
24/7 Emergency Response Premium (30 minutes response time, boots on ground within 2 hours required)			10	
1.B. Sub-Total				

1.C. OTHER – SPECIFY: _____

Performance Period	Hourly Rate	Mark-Up %	Number of Hours	Total Price
Straight Time			500	
Overtime Daily (Mon – Fri)			10	
Overtime Saturday			10	
Overtime Sunday and Holiday			10	

24/7 Emergency Response Premium (30 minutes response time, boots on ground within 2 hours required)			10	
1.C. Sub-Total				

1.D. OTHER – SPECIFY: _____

Performance Period	Hourly Rate	Mark-Up %	Number of Hours	Total Price
Straight Time			500	
Overtime Daily (Mon – Fri)			10	
Overtime Saturday			10	
Overtime Sunday and Holiday			10	
24/7 Emergency Response Premium (30 minutes response time, boots on ground within 2 hours required)			10	
1.D. Sub-Total				

1.E. TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP for the cost of labor, equipment, parts, implements and supplies necessary to complete the project, as based on the County Representative’s estimate of quantities of work to be done (summation of preceding subtotals of Items 1.A., 1.B., 1.C., and 1.D. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ _____

TOTAL AMOUNT OF PROPOSAL IN WORDS:

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Offeror, the correctly added total of the individual items shall prevail over the total figure shown by the Offeror if there is a discrepancy between these figures.

1.F. PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 10%): _____ %
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All requests for payment will require copies of the receipts for all purchased materials. Should the County deem it necessary, the vendor may be required to provide more than one quote for the purchase of material(s).

Contractor's Signature: _____ Date: _____