



REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 19-20-31

Fire Sprinkler Systems Inspections

Parks and Facilities

Return Sealed Proposals to:

SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Attn: Jaime Jones
Contract Analyst
Phone: 505-334-4548
Fax: 505-334-4561
E-Mail: jjones@sjcounty.net

CLOSING DATE: June 18, 2020
TIME: 5:00 p.m. (Local Time)

NIGP Commodity/Service Code: 340.84 Fire Sprinkler Systems

- **Proposal of Offeror Form must be completed in full and returned with the Proposal Offer.**
- This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
- Do not return the Request for Proposal (RFP) in case of "No Response".
- Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Faxed Proposals will not be accepted.**
- **Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror. Submit Proposal Offer in accordance with the Request for Proposal.**

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: 19-20-31

TITLE: Fire Sprinkler System Inspections

20 PAGES (INCLUDING ACKNOWLEDGEMENT FORM AND CAMPAIGN DISCLOSURE FORM)

NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

OFFEROR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

RETURN TO:
Jaime Jones
Contract Analyst
(505) 334-4548
FAX (505) 334-4561
jjones@sjcounty.net

**Faxed copies of the Acknowledgement of Receipt Form will be accepted.
Faxed Proposal responses will not be accepted.**

TERMS AND CONDITIONS (Unless otherwise specified)

1. **GENERAL.** When the Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and five (5) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 5-6, with each tab as a different folder.

3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.
6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial

- 13. CONTRACT DOCUMENTS.** The Contract Documents shall consist of this Request For Proposal, the Response of the successful Offeror, a separate written contract and the County's Purchase Order.
- 14. CONTRACT TERMS AND CONDITIONS.** A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.
- Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.
- Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.
- 15. CONTRACT AMENDMENTS.** The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.
- 16. TERMINATION OF CONTRACT.** In case of a breach on any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.
- In addition, any contract awarded as a result of the Request for Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.
- 17. SPECIFICATIONS.** It is the intent of the County to make this Request for Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.
- 18. INDEMNITY.** The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 19. LICENSING.** The Offeror awarded the contract shall possess a current license in the State of New Mexico and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.
- 20. STATUS OF OFFEROR.** The successful Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.
- 21. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious

medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.

22. NOTICE. The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

23. TAXES. The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.

24. ASSIGNMENT. An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.

25. RECORDS. All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.

26. PERFORMANCE BOND. The County reserves the right to require a performance bond from the Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Offeror and shall be in form satisfactory to the County.

27. CODES LAWS / REGULATIONS. The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.

28. INSURANCE. The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act. The successful Offeror must also carry and maintain during the period of the contract Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00, from an insurance company or companies with a Best Rating of A, or better.

Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer. The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:

To be considered for award of a contract pursuant to this Request for Proposal, each proposal Offer shall contain the materials required herein, a response to the specifications and requirements and other items identified in the Evaluation/Award section and shall comply with the format described. The Offeror's Proposal must be as specific as possible. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. Failure to provide required documentation and information as requested may result in rejection of the Offeror's Proposal.

PROPOSAL FORMAT/CONTENTS.

The proposal must be organized and sectioned in the following format and must contain, **at a minimum**, all listed items in the sequence indicated. There is no page limit.

SECTION 1. TRANSMITTAL / COVER LETTER.

- A. IDENTIFY THE OFFEROR AND CONTACT PERSON. Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.
- B. BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Proposal of Offeror Form. Each Offeror shall acknowledge receipt and acceptance of any and all amendments.
- B. Current Certificate of Insurance.
- C. Campaign Contributions Disclosure Form.
- D. New Mexico In-State Resident Business Certificate, if applicable.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Offeror shall include its in-state resident preference number and a copy of the Certificate provided to it by the New Mexico Taxation and Revenue Department.

For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

- E. New Mexico Resident Veterans Certificate, if applicable.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, effective July 1, 2012, to be eligible for the 10% resident veterans preference, the Offeror shall include a copy of the resident veterans preference Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

CRITERIA.

POINTS.

New Mexico Business/Veterans Preference

+10% of Total Points

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

SECTION 3. EXPERIENCE / PAST PERFORMANCE.

Each Offeror shall provide an Overview of current and prior experience in work comparable to the scope of services required in this Request for Proposals to show proven demonstrated service abilities and resources and expertise to execute the requirements of the specifications.

SECTION 4. SAMPLE SCHEDULE/SERVICES PROVIDED.

Each Offeror shall provide a sample schedule for the buildings listed on the provided table. The schedule shall include quarterly, monthly, and annually inspections and any 5-year inspections that may be required.

Offerors shall provide a list of simple maintenance/inspections procedures during normal fire sprinkler system

inspections.

SECTION 5. QUALIFICATIONS OF PRINCIPAL PERSONNEL.

Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Identify special skills or strengths of key personnel. Included qualifications for any subcontractor the Offeror has indicated to be part of this RFP. Include all areas of work that is to be performed by the subcontractor(s). Attach all licensures and certifications in this area.

SECTION 6. REFERENCES.

Proposal shall include references of a minimum three (3) current clients for which similar services have been provided. Please include the organization name, contact person, title, and a telephone number. Also note types of services provided to each organization listed. The County reserves the right to contact references/clients for verification and pertinent information.

SECTION 7. OTHER SUPPORTING OR RESOURCE MATERIAL.

Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project.

SECTION 8. COST PROPOSAL.

Each Offeror shall provide a cost proposal on the Cost Proposal Forms provided. The Offeror's pricing shall be Inclusive of any additional costs, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.) for building inspections.

The Offeror shall provide hourly rates for services not included in annual inspections. Offeror shall also list the discount percentages offered for parts need for repairs, upgrades, or modifications. Discount percentages offered from the Manufacturer's List pricing or other documentation, however, shall remain firm and fixed during subsequent renewal terms of the agreement.

INTRODUCTION / SCOPE OF SERVICES

The County of San Juan (hereafter "the County"), New Mexico, is soliciting proposals for the purpose of selecting an Offeror(s) who specializes in fire sprinkler inspection services for multiple County buildings for the San Juan County Parks & Facilities Department. The County intends to award a service contract for annual fire sprinkler system inspections, periodic maintenance, and repairs for systems in County facilities.

Inspection services to be provided in accordance with the current NFPA requirements. All inspections listed on the provided table are to be completed by a licensed and / or Certified person(s) to NFPA regulations. Offerors are asked to provide a copy of licenses and / or certifications they currently hold.

A pre-proposal conference will not be held. Any Offeror that requests a site visit of any building may contact Steve Dansie, Deputy Parks & Facilities Director at 505-324-5569 to schedule an appointment.

CONTRACT TERM.

The primary term of the proposed contract awarded as a result of this solicitation will become effective on July 1, 2020 and end of June 30, 2021. Upon mutual agreement of the parties, the contract may be renewed for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The contract may also be renewed for a period less than one full year.

SPECIFICATIONS / REQUIREMENTS.

*** The Offeror's proposal must be as specific as possible and address the following specifications and Requirements; submit detailed information that clearly explains and demonstrates its ability to provide the services in a safe and professional manner and shall describe its experience in fire sprinkler system inspection services.**

Inspections are to include simple maintenance i.e. "Exercise the Valves". The Offeror shall provide a list of their simple maintenance during their normal inspections.

Coordination of tests, inspections, and repairs will be coordinated with the Deputy Parks & Facilities Director or his designee. As part of every complete annual inspection, the Offeror will survey the building and fire sprinkler systems (and all related equipment) for any manufacturers' recalls, recommended repairs, upgrades, or modifications. All findings will be included as a separate part of the inspection report.

After inspections have been completed a copy of the inspection report and invoice shall be submitted electronically to Parks and Facilities for County records. The awarded Offeror shall maintain inspection records for the listed systems and buildings.

Deficiencies:

If any deficiencies are identified through inspections, a quote shall be submitted for review prior to any work being performed. Deficiency labor shall be charged at the hourly rates provided on the proposal of offeror form and parts shall include the manufacturer's list price with discount. The County reserves the right to determine whether to proceed with the proposed repairs if in the best interest of the County. At the County's discretion, quote from additional contractors may be obtained.

Any price agreement awarded as a result of this solicitation shall be nonexclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchase supplies from other sources, when deemed in the best interest of the County.

Upon contract award, a schedule will be required within 30 days of the award for the buildings outlining the start and completion of the inspections per year. The schedule is to include quarterly, monthly, and annually inspections and any 5-year inspections that may be required. Any changes to the schedule or any additional inspections needed will need to be approved by the Parks & Facilities Director or Deputy Director prior to any inspections taking place. Offerors are asked to provide a sample inspection schedule with their response.

The awarded Offeror shall not shutdown any equipment unless first coordinating with the County maintenance personnel as appropriate. Any specialized equipment required by the contractor to perform the inspection services under this contract shall be provided at no additional cost to the County.

To maintain the integrity of the systems, only parts made by the original manufacturer or other authorized replacement parts by the manufacturer will be an acceptable replacement. Parts are to be installed in accordance with manufacturers' written recommendations.

The awarded Offeror shall not subcontract any part of this contract without written, prior approval from the Deputy Parks & Facilities Director or his designee.

The awarded offeror shall comply with all laws or ordinances and all rules and regulations of health, public and/or other authorities controlling or limiting the methods, the materials to be used or the actions of those engaged in work of this kind.

Guarantee:

The awarded Offeror shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for six (6) months after completion of any work. The Offeror must supply the County with all warranty information whether it be expressed or implied. The Offeror will take adequate precautions to protect all surfaces.

PURCHASE/USE OF CONTRACT.

During the term of the agreement, other New Mexico Agencies, Commissions, Institutions, Public Sub-divisions and local bodies allowed by law, may order items and/or services described within this Proposal under the same pricing terms and conditions, in accordance with Section 13-1-129, NMSA 1978.

The County assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

INDEPENDENT CONTRACTOR.

The Offeror awarded a price agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of County vehicles or any other benefits afforded to employees of the County. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services

INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to protect, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

EVALUATION / AWARD.

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of an Offeror to respond to criteria set forth in this RFP document may result in a score of Zero (0).

- A. **EVALUATION COMMITTEE.** Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the Central Purchasing Office.
- B. **EVALUATION CRITERIA.** The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/points:

CRITERIA:

POINTS:

1. **Experience / Past Performance**

200

Offeror's demonstrated service capabilities and resources, experience, and expertise in the ability to provide fire sprinkler inspections and related services.

2. Proposed Scheduling.	200
3. Qualifications of Key Personnel	150
Qualifications of key personnel, applicable licenses, knowledge, experience, and NFPA regulations.	
4. Quality, Accuracy and Completeness of Offeror's Proposal	100
Responsiveness to RFP requirements, scope of services.	
5. Cost	350
6. Up to an additional 100 Points for In-State or Veterans Business Preference	100
TOTAL: 1100	

Method for evaluating the Price Proposal

Price offered is responsive to the RFP requirements and is realistic in respect to specifications and requirements. The Cost Score will be evaluated using the following equation.

$$\frac{\text{Price of Lowest Offeror}}{\text{Price of this Offeror}} \times \text{Maximum Price Score (350)} = \text{Price Score of this Offeror}$$

C. COMMITTEE'S RECOMMENDATION. The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive proposal from the most highly ranked Offeror will be recommended to the Board of County Commissioners or its delegate for further consideration.

D. NEGOTIATION. Award of a contract by the Board of County Commissioners or its delegate is subject to successful negotiation of the cost of services with the most highly ranked Offeror. No contract will be awarded if fair and reasonable compensation cannot be agreed to. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror and negotiations undertaken with the third most highly ranked Offeror, and so on pursuant to N.M.S.A. 1978 § 13-1-122. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

E. INVESTIGATIONS. The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request for Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a "responsible Offeror" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

F. RIGHT TO DISCONTINUE PROCUREMENT. The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request for Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

F. TERMINATION OF AGREEMENT.

In the event of a breach on any provision of the agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days notice in writing to the Contractor. Any agreement awarded as a result of this solicitation is subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

G. CODES / LAWS / REGULATIONS.

The Contractor shall be properly licensed and shall comply with all current applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein. In addition, the Contractor shall comply with all applicable automotive industry and manufacturer's standards, requirements, and specifications in the performance of the work.

H. GOVERNING LAW.

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

QUESTIONS / SUGGESTIONS.

Questions and/or suggestions concerning this Request for Proposal **shall be submitted in writing** no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst
213 South Oliver, Aztec, NM 87410
(505) 334-4548 - Fax (505) 334-4561
E-Mail jjones@sjcounty.net

Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Request for Proposals shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

PROPOSAL OF OFFEROR

THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS

*** Do not reference another section within your Proposal Offer as a response.**

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

Proposal No. 19-20-31 Fire Sprinkler Systems Inspections

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the closing of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

_____ (Printed Name)	_____ (Signature)
_____ (Title)	_____ (Date)
_____ (Offeror/Contractor Name)	_____ (Street Address)
_____ (City, State & Zip Code)	_____ (E-Mail Address)
_____ (Phone No.)	_____ (Facsimile No.)
_____ (Federal Tax I.D. No)	



Jack L. Fortner, Chairman
Jim Crowley, Commission Pro-Tem
John Beckstead, Commissioner
Michael Sullivan, Commissioner
GloJean Todacheene, Commissioner

Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Mark Duncan, Treasurer
Jimmy Voita, Assessor

SAN JUAN COUNTY
100 South Oliver Drive
Aztec, NM 87410-2432

January, 2020

ATTN: SAN JUAN COUNTY VENDORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter in to a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) 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, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

A prospective contractor, family member, or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Procurement Officer

Enclosure

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)

Business Name

--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)

Business Name

Table: Outline of Building Inspections

San Juan County Buildings	Address	Part or Complete building Sprinkled	Square footage of Sprinkled area	Number of systems	Type of system	Intervals
Adult Detention Center	871 ANDREA FARMINGTON, NM 87401	Complete	182,672	4 2 1 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Quarterly Annually Annually As Needed
Juvenile Detention Center / District court Farmington	851 ANDREA FARMINGTON, NM 87401	Complete	92,628	2 1 1 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Quarterly Annually Annually As Needed
Juvenile Detention Center BLDG E	855 ANDREA FARMINGTON, NM 87401	Complete	27,000	1 1 1 1 1	Wet System Antifreeze Loop Backflow Certification Fire Alarm System 5 Year Inspection	Quarterly Annually Annually Annually As Needed
DWI Facility	1006 MUNICIPAL FARMINGTON, NM 87401	Complete	11,288	2 1	Wet System 5 Year inspection	Quarterly As Needed
AXIS Facility	1010 MUNICIPAL FARMINGTON, NM 87401	Complete	6,089	1 1 1	Wet System Backflow Certification 5 Year Inspection	Quarterly Annually
District 11 Court Aztec	103 S OLIVER DRIVE AZTEC, NM 87410	Complete	43,202	1 2 1 1 1	Wet System Sapphire System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Semi- Annually Annually Annually As Needed
Fire Operations	209 S OLIVER DRIVE AZTEC NM 87410	Complete	19,008	1 1 1	Wet System Fire Alarm System 5 Year Inspection	Semi-Annually Annually As Needed
Valley fire station #1	4105 HWY 64 KIRLTAND, NM 87417	Upstairs living quarters	1,000	1 1 1	Wet System Backflow Certification 5 Year Inspection	Quarterly Annually As Needed

Lee Acres Fire Station #2	#433 CR 5500, BLOOMFIELD, NM 87413	Living quarters	2,500	1 1 1	Wet System Backflow Certification 5 Year Inspection	Quarterly Annually As Needed
Center Point Fire station #2	430 NM HWY 173 AZTEC, NM 87410	Living Quarters	2,703	1 1 1	Wet System Backflow Certification 5 Year Inspection	Quarterly Annually As Needed
Sheriff's Department	211 S OLIVER DRIVE AZTEC NM 87410	Complete	38,170	2 2 2 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Annually Annually AS Needed
Central Purchasing	213 S OLIVER DRIVE AZTEC, NM 87410	Complete	16,330	1 1 1 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Annually Annually AS Needed
Public Works Shop and Service Bays	305 S OLIVER DRIVE AZTEC, NM 87410	Shop and service bays only	11,388	1 1 1 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Annually Annually As Needed
McGee Park Multi Use Building	#41 ROAD 5568, MCGEE PARK FARMINGTON, NM 87401	Complete	28,050	1 1 1 1	Wet System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Annually Annually As Needed
McGee Park Convention Center	#41 ROAD 5568, MCGEE PARK FARMINGTON, NM 87401	Complete	49,110	1 1 1	Wet System Backflow Certification 5 Year Inspection	Semi-Annually Annually AS Needed
McGee Park Coliseum	#41 ROAD 5568, MCGEE PARK FARMINGTON, NM 87401	Complete	68,042	2 1 1	Dry System Fire Alarm System 5 Year Inspection	Semi-Annually Annually As Needed
Farmington Health Building	355 S MILLER FARMINGTON, NM 87401	Complete	10,675	1 1 1 1 1	Wet System Antifreeze Loop Backflow Certification Fire Alarm System 5 Year Inspection	Quarterly Annually Annually Annually As Needed

Multi Agency Building	7450 E MAIN FARMINGTON, NM 87401	Complete	6,650	1 1	Wet System 5 Year inspection	Semi-Annually As Needed
District Attorneys Office	335 S MILLER FARMINGTON, NM 87401	Complete	25,988	1 1 1	Wet System Backflow Certification 5 Year Inspection	Semi-Annually Annually As Needed
Communication Center	207 S OLIVER DRIVE AZTEC, NM 87410	Complete	5,098	1 1 1	Pre-Action System Fire Alarm System 5 Year Inspection	Semi-Annually Annually As Needed
Administration Building	100 S OLIVER DRIVE AZTEC, NM 87410	Complete	38,425	1 1 1 1 1	Wet System Clean Agent System Backflow Certification Fire Alarm System 5 Year Inspection	Semi-Annually Semi- Annually Annually Annually As Needed

COST PROPOSAL
Proposal No. 19-20-31

Building Inspection pricing:

Building:	Total cost for inspection:
1. Adult Detention Center	\$ _____
2. DWI Facility	\$ _____
3. Axis Facility	\$ _____
4. Lee Acres, Valley, and Center Point Fire Stations Combined	\$ _____
5. All remaining buildings from list not to include above buildings 1 through 4	\$ _____
Total (excluding NMGRT) \$ _____	

Replacement/Repair Part Discounts:

List Discount % _____ (from Manufacturer's most current List Price)
_____ Date _____ Specifically name the Mfg. Price List

List Discount % _____ (from Manufacturer's most current List Price)
_____ Date _____ Specifically name the Mfg. Price List

List Discount % _____ (from Manufacturer's most current List Price)
_____ Date _____ Specifically name the Mfg. Price List

List Discount % _____ (from Manufacturer's most current List Price)
_____ Date _____ Specifically name the Mfg. Price List

Rates for Deficiency / Additional Services / Repairs:

Hourly Rate / 8:00 a.m. – 5:00 p.m. Monday through Friday:

Sprinkler tech \$ _____
Helper \$ _____

COST PROPOSAL (Cont'd)

Proposal No. 19-20-31

After Hours 5:01pm -7:59am Monday through Friday, Saturday, Sunday and Holidays:

Sprinkler tech \$ _____

Helper \$ _____

Emergency Call out rates:

Sprinkler tech \$ _____

Helper \$ _____

***List Maximum Response Time for Emergency System Failures _____**

***Please include any additional hourly rates or trip charges, if applicable.**