



REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 21-22-13

ON-CALL BUILDING AUTOMATED SYSTEM AND FACILITY HVAC SERVICES

Parks & Facilities

Return Sealed Proposals to:

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

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

CLOSING DATE: February 17, 2022

TIME: 5:00 p.m. (Local Time)

**NIGP Service/Commodity Codes: 906.08 Automation; Controls; Instrumentation
914.50 Heating, Ventilation and Air Conditioning**

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- **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. Emailed 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.: 21-22-13

TITLE: ON-CALL BUILDING AUTOMATED SYSTEM AND FACILITY HVAC SERVICES

31 PAGES (INCLUDING ACKNOWLEDGEMENT FORM, CAMPAIGN DISCLOSURE FORM AND SAFETY VERIFICATION PROGRAM)

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.: _____

E-MAIL: _____

RETURN TO:

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

**Emailed copies of the Acknowledgement of Receipt Form will be accepted.
Emailed 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.** Response shall not exceed 50 pages.

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, 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 Chief Procurement Officer 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

- 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, 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. 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.
- 27. 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 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. 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.

The proposal shall be limited to fifty (50) 8.5" x 11" pages. Oversize pages shall count as two (2) pages. Pages submitted in excess of the limit shall not be considered. Excluded from the page limit are:

- Cover Page and Transmittal Letter
- Required Forms
- Staff Resumes

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. In-State Resident Preference/Resident Veterans Preference Certificate, if applicable.
- E. New Mexico Contractor's License

SECTION 3. KEY PERSONNEL QUALIFICATIONS & EXPERIENCE.

Each Offeror shall provide current and prior experience in work comparable to the scope of services required in this Request for Proposals to show proven demonstrated service abilities, resources and expertise in the area of Building Automated System experience. Offeror shall provide 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.

Attach all licensures and certifications in this section.

SECTION 4. RESPONSE TO SCOPE OF SERVICES.

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal. 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. The Offeror's Proposal must be as specific as possible.

- 1) CAPACITY AND CAPABILITY. Each Offeror shall provide information on the firm and the project team's workload, as well as all Sub-consultants current work load. The Offeror shall provide a brief description of the scope, effort and approach the Offeror will utilize for this project. The Offer shall describe its knowledge, understanding, and insight of the project scope. Each Offeror shall provide information relative to their ability to provide customer service and account representation, as well as an overview of any additional services.
- 2) PAST RECORD OF PERFORMANCE. Each Offeror shall describe its past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, its ability to meet schedules, Owner's project budget, final construction cost estimate, bid price including accepted alternates, listing of change order costs, and final construction cost and shall describe any project difficulties on previous projects.

Offeror shall provide a list of projects that have been completed within a 100-mile radius of San Juan County, list at least 5 projects similar in size and services currently being provided or within the past 3 years, and a listing of three (3) clients (i.e., clients to whom the same type of services have been provided to in a similar environment and/or facilities, along with each client's contact person(s) and telephone numbers). The County reserves the right to contact references/clients for verification and pertinent information.

3) **PROXIMITY TO OR FAMILIARITY WITH SAN JUAN COUNTY.** Each Offeror shall provide a description of its proximity to and familiarity with the area in which the project is located. Describe how the project's team will respond to any issues at the site. Identify the location of the Offeror and Subconsultant's closest field offices.

4) **RESPONSE TO CALLS FOR SERVICE.** Each Offeror shall provide response for calls for service. The Offeror shall have the ability to respond to County requests within 72 hours. Offeror shall provide the location of the nearest qualified service technician and include name, contact information and resume.

SECTION 5. 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 6. PRICE PROPOSAL.

Each Offeror shall submit Attachment A, to provide services labor rates for work completed under this proposal. Each Offeror shall provide a percent discount given off all retail parts and materials. Invoice will include copies of all purchases for parts and materials, including purchase date.

Additional discounts for large purchases may also be proposed. Please provide a definition of a large order to qualify for any additional discount. Also indicate the large order additional discount percentage or lower net prices.

SECTION 7. IN-STATE RESIDENT PREFERENCE.

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.

All Offerors/Contractors must re-apply for a new In-State Resident 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

SECTION 8. RESIDENT VETERANS' PREFERENCE.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, to be eligible for the 10% resident veterans' preference, the Offeror shall include a copy of the resident veteran's 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.

INTRODUCTION / SCOPE OF SERVICES.

San Juan County is seeking licensed contractor to enter into an agreement with the County for on-call miscellaneous repairs, maintenance, new installation and monitoring services of the existing Building Automation Systems (BAS), heating and air conditioning work for the County Buildings listed on Attachment B. During the term other County buildings may be added on an as needed basis. It is the intent of the County to enter into a one year "on call" agreement with one or more qualified BAS/HVAC contractors. The County reserves the option to renew the agreement for an additional 3 one-year terms. The goal of this procurement is to establish a time and materials price agreement for work to be performed on an as needed basis.

The awarded Contractor will provide all necessary labor tools, equipment and materials needed to provide on-call repair, replacement and installation of BAS, heating ventilation and air conditioning systems.

All work that is completed shall follow any local, state and federal laws and regulations.

CONTRACT TERM.

The initial term of the contract awarded as a result of this RFP will be April 1, 2022 through March 31, 2023. Upon mutual agreement of the parties, the contract may be renewed for up to three (3) additional one-year terms, based on the same pricing, terms and conditions. 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.

NON-EXCLUSION CONTRACT.

Any contract awarded as a result of this solicitation shall be non-exclusive. During the term of the agreement, the County reserves the right to solicit additional Request for Proposals, and procure services from other sources, when deemed in the best interest of the County. Any agreement awarded as a result of this solicitation is subject to termination for non-funding pursuant to the Bateman Act, NMSA 1978 and Section 6-6-11.

AGREEMENT TERMINATION.

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 written notice to the Contractor. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

SPECIFICATIONS / REQUIREMENTS.

The provider shall be experienced/trained in troubleshooting, repairs and services of Building Automation Systems and certified in use of Carrier i-Vu web based, BACnet Direct Digital Controls. The provider must also demonstrate familiarity with Honeywell building automation systems currently installed in County Buildings.

Provider must have expertise in repairs/maintenance of BAS systems and demonstrate technical experience in the manufacture, installation and maintenance of BAS systems similar in size and complexity to those listed above. Offerors shall provide a list of at least 5 projects, similar in size and services currently being provided or within the past 3 years.

The BAS/HVAC system service provider must have a Customer Support call-in center capable of 24 hours/day, 7 days/week, 365 days/year responses. The Customer Support call-in center must be staffed by certified BAS technicians.

All electronic equipment shall conform to the requirements of FCC Regulation, Part 15, Governing Radio Frequency Electromagnetic Interference and be so labeled.

Control system modifications/repairs shall be engineered, installed, programmed and supported completely by factory trained technicians located within 200 miles from the project site.

BAS service provider shall provide timely (within 72 hours) repairs of BAS system for a period of 2 years after

expiration of one-year warranty on installed equipment

All personnel working on any task order and providing services shall be experienced and certified in all areas related to the work required in this proposal.

The work shall include all costs needed and required to remove and to repair any defective controls, heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing BAS or HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing BAS and HVAC systems.

The work shall include all preparation work needed to properly install new BAS or HVAC work or to repair or upgrade the existing BAS or HVAC systems. Work to include, but not limited to installation of new or relocation of existing vents, thermostats, return air ducts, existing heating or cooling units, glycol flush of existing systems and similar work related to HVAC work.

The awarded Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to the areas, the contractor will be held responsible for repairing any damage done by its employees, subcontractors and vendors.

The awarded Contractor shall restore any damaged to existing, adjacent finishes damaged as a result of performing its work.

The awarded Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of any construction debris.

The awarded Contractor shall provide all the services needed and called for in the Task Order, in addition to the reequipments set for in this proposal.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the County's safety personnel.

Where work is to be conducted in a County secure facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work in the facility. The County reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

No substitutions of alternate items for products are permitted without prior approval from the County. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the County.

COST / PRICING.

Each Offeror shall submit Attachment A, to provide service labor rates. Each Offeror is asked to provide a list of any additional costs for overhead and profit, line item costs for travel, per diem, and similar administrative costs. Bonds and permits shall be charged at cost.

On-site services are anticipated to be completed on a "Work Order" basis.

Each Offeror shall provide a percent discount given off all retail parts and materials. Invoice will include copies of all purchases for parts and materials, including purchase date. Discount percentages shall remain firm for the term of the Agreement, including renewal period, unless improved for the benefit to the County.

The awarded Contractor will be required to provide a written work order, to include the work to be performed and the amount of time required for the completion of the project work and submit to the County for approval at no cost to the County.

The awarded Contractor shall make available any special product offerings/promotions from manufacturers.

WORK ORDERS.

Work Orders will be issued by the County identifying specific work tasks to be completed by the contractor. Work Orders are anticipated to include: 1) Building HVAC controls investigation and reports, 2) Minor controls component repair or replacement, 3) Complete building BAS replacement. Other tasks may be identified by the County.

Any task order quote prepared for services provided under this proposal shall show a breakdown of materials, labor, taxes, bonds, permits, discounts and any other fees associated with the specific project. A unit price spreadsheet must be submitted with each task order to substantiate the quote given to the County.

WARRANTY.

The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this proposal for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems.

WAGE RATES.

Wage rates are required on any project as a result of this solicitation if the installation of any Work Order exceeds **\$60,000**. In the event the Work Order exceeds the threshold, the Employees of any contractor or subcontractor participating in the work shall be paid not less than the minimum wage rates of the State of New Mexico as published by the State Labor and Industrial Commission. Should Wage Rates exceed the unit costs proposed by the bidder, units costs will be adjusted accordingly. Offerors are reminded that all contractors and their subcontractors must submit certified weekly payroll records biweekly to the San Juan County Finance Department, 100 South Oliver Drive, Aztec, New Mexico 87410, subject to the terms of the New Mexico Public Works Minimum Wage Act.

PERFORMANCE BONDING/PAYMENT BONDING REQUIREMENTS.

Should any Work Order exceed \$25,000, Performance and Payment Bonds shall be furnished in the amount of 100% of the Contract Price by the successful Contractor in accordance with the Supplementary Conditions of the Contract (A312-2010 Payment and Performance Bonds).

QUALIFICATIONS/WORK REQUIREMENTS.

The Contractor shall be qualified and licensed to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies, and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein. The Contractor(s) must have valid license(s) to perform all services as requested.

Owner may make such investigations as necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Owner all such information and data for this purpose as Owner may request, including but not limited to proof of financial resources, production or services facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is qualified to carry out the obligations of the Contract and to complete the work described herein. Offeror shall also construe this provision to incorporate any necessary investigation and/ or monitoring during the life of the Contract to enforce any current policy of San Juan County, such as, but not limited to, no smoking, no alcoholic beverages on Owner's property. As a general rule, any such regulation or law applying to Owner's personnel shall be deemed to be in force for Contractor's work force occupying any work site.

SUBCONTRACTOR'S LIST.

Should subcontractors be required for any Work Order, subcontractors proposed by the prime Contractor must be licensed and in good standing with the State Construction Industries Division and approved by San Juan County. All costs related to subcontractor work shall be reflected in the Work Order.

The awarded contractor must not subcontract any portion of the services to be performed under this agreement without the prior written approval from the Parks & Facilities Director or authorized County representative.

LABOR ENFORCEMENT FUND CERTIFICATION.

When Work Orders exceed the Wage Rate Threshold, provisions of the New Mexico Department of Workforce Solutions requirements will apply to the Work Order.

Each Contractor who submits a proposal (including their Subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date proposals are unconditionally accepted for consideration for award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to

verify compliance with this paragraph prior to execution of a contract. Contractors may obtain additional information on the requirements of the Labor Enforcement Fund program at www.dws.state.nm.us (Public Works - Public Works Projects – Additional Forms - Labor Enforcement Fund Form) or by calling (505) 841-4405. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

PERMITS.

The Contractor(s) shall obtain all applicable work permits, if required, to perform all services under this agreement. The actual cost of the permit shall be invoiced to San Juan County, along with a copy of the permit.

LICENSING.

The Offeror awarded the contract shall possess and shall obtain and hold such licenses as are reasonably required to accomplish his or her duties.

NOTICE TO PROCEED.

For any Work Order as a result of this solicitation, the Notice to Proceed will be the issuance of a Purchase Order. Until a Purchase order is received, the Contractor should refrain from performing any work on the project

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.

In order to protect the lives and health of employees under the contractor and subcontractor, the contractor and subcontractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).

SAN JUAN COUNTY SAFETY & COMPLIANCE CONTRACTOR SAFETY VERIFICATION PROGRAM.

The Contractor awarded a contract under this solicitation will be required to comply with the County's Safety & Compliance Contractor Safety Verification Program. To ensure safe work practices, the County's Safety and Compliance Manager will work closely with the Contractor and his Sub Contractors during construction and will require completion of the Assessment Questionnaire.

INDEPENDENT CONTRACTOR.

The successful Offeror, and its officers, directors, agents, and employees, are independent contractors performing fire support services for the County and are not employees of the County. The successful Offeror shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable professional standards. The County shall not supervise or regulate the successful Offeror in the day-to-day performance of services provided. The successful Offeror, and its officers, directors, agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The successful Offeror 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.

CONFLICT OF INTEREST.

Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the Offeror from representing the County with respect to this proposal. Each Offeror must disclose all potential conflicts of which he or she has knowledge, or which may, arise with respect to the representation of the County on this proposal, including, without limitation, any circumstances which would create the appearance of a conflict of interest. The County will disqualify potential Offerors if, in the County's sole judgment, such conflict would preclude effective representation by that Offeror.

RECORDS AND AUDIT.

The successful Offeror shall maintain records of services rendered, during the term of the Agreement and for a period of three years. The records shall be subject to inspection during regular business hours by the County or its representatives, auditors, and accountants, upon request.

AUTHORIZATION/INSPECTION/CORRECTION OF WORK.

All services and materials furnished by the Contractor shall be subject to inspection and acceptance by the County. Services will be authorized, coordinated, and inspected by designated personnel from the County department

requesting the services. If requested, the representative shall be contacted before commencement of work at the beginning of each workday and again at the conclusion of each workday.

The Contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to this Agreement, whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

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 Bid 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 Bid. 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.

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:

<u>CRITERIA</u>	<u>POINTS</u>
<u>Price Proposal: Hourly Rates</u> <u>Discount off for retail parts</u>	200
<u>Team Member Qualifications and Experience</u>	200
<u>Location of Field Support Office</u>	200
<u>Projects Completed within a 100-mile radius of Project Site</u>	200
<u>Ability to Respond to County Requests within 72 hours</u>	200
<u>In-State or Veterans Preference</u>	100

Up to Additional 100 points to be added for In-State and/or Veterans Preference

TOTAL: 1100

- 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. The Evaluation Committee may conduct interviews to review the Proposals, if it deems it necessary. 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 effect 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.

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
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. 21-22-13, On-call Building Automated System and Facility HVAC Services

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 the 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.)	

New Mexico License Number _____ License Classification: _____

New Mexico Department of Work Force Solutions No. (DOL #) _____

New Mexico Preference Number _____



Terri Fortner, Commission Chairman
Steve Lanier, Commission Chairman Pro Tem
GloJean Todacheene, Commissioner
Michael Sullivan, Commissioner
John Beckstead, Commissioner

Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Carol Taulbee, Treasurer
Jimmy Voita, Assessor

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

January, 2022

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

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions: This certification is required pursuant to Executive Order 11246, entitled Equal Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin or disability. Such action shall include, but not limited to, the following: employment, upgrading demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selecting for training including apprenticeship.
2. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as provided setting forth provisions of this nondiscrimination clause.
3. The Contractor agrees that, in all solicitation or advertisement for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, creed, color, sex, age, national origin or disability.
4. The Contractor agrees to send to each labor union or representative of workers with which the Contractor has had collective bargaining agreements or other contracts or understandings, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor agrees to comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and all subsequently issued rules, regulations or relevant orders, relating to equal employment opportunity.
6. The Contractor agrees to furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and account by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event the Contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor agrees to include the provisions of paragraphs (1) through (8) in every subcontract or purchase related to the work of the contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, or that such provisions will be binding upon each Contractor or vendor. The Contractor agrees to take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a Contractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

COMPLIANCE WITH FEDERAL REGULATIONS

The Contractor agrees to comply with any Federal Statutes or Regulations which are applicable to this project including, but not limited to the following:

All labor standards including those relating to the payment of wages, working conditions, Copeland Anti-Kickback Act (18 USC 874), equal employment, and in particular:

- [1] The provisions of Title 29 of the Office of the Secretary of Labor of the United States Government, Part 3, entitles "Contractors and Contractors on Public Work Financed in whole or in part by loans or grants from the United States" (29 CFR Part 3);
- [2] The provision of 29 CFR Part 5 entitled "Labor Standard Provision Applicable to Contracts Governing Federally Financed and Assisted Construction" as well as the "National Labor Standard Provision Applicable to Non-construction Contracts subject to Contract Work Hours and Safety Standards Act".
- [3] **Those concerning relocations and related payments to all persons displaced as a result of the project as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq;**
- [4] **The provisions of 29 CFR Part 1926 OSHA Standards for the Construction Industry and Part 1910 OSHA Standards for General Industry as applicable to the General Contractor and Subcontractors.**
- [5] The National Environmental Policy Act of 1969, as amended (42 USC 4321 et seq);
- [6] The Clean Air Act, as amended (42 USC 11857-1858 a);
- [7] The Federal Water Pollution Control Act, as amended (33 USC 1251-1376);
- [8] The National Historic Preservation Act of 1966 (16 USC 470 et seq);
- [9] The Wild and Scenic Rivers Act (16 USC 1271-1281);
- [10] The Endangered Species Act of 1973 (16 USC 1531 et seq);
- [11] The Historical and Archaeological Data Preservation Act as amended (16 USC 469 et seq);
- [12] Regulations pertaining to the design, construction, and alteration of buildings to accommodate the physically handicapped;
- [13] The National Flood Insurance Program;
- [14] State Energy conservation Plan issued in compliance with the Energy Policy and conservation Act (P.L. 94-164).

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of employees under the contractor and subcontractor, the contractor and subcontractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).

ATTACHMENT A

Service Labor Rates

Services Labor Class	Rate	Unit
Field Service Technician	\$	Per Hour
Journeyman	\$	Per Hour
Laborer	\$	Per Hour
Emergency Call/Weekends*	\$	Per Hour
Other Labor Required by Offeror		
	\$	Per Hour
	\$	Per Hour
	\$	Per Hour
	\$	Per Hour

*Emergency Call/Weekend is defined as any services provided other than between the hours of 1:00 am and 5:00 pm Monday through Friday (non-holidays).

Equipment and Parts Discounts	
Percentage Off List Price	Manufacturer/Brand

ADDITIONAL DISCOUNTS FOR LARGE PURCHASES.

Definition of large order: _____

ATTACHMENT B

List of San Juan County Buildings and Current Systems

Current Buildings (Other buildings may be added during the term of this agreement)	HVAC Systems / Building Automation Systems
AZTEC COMPLEX	
COMMUNICATIONS CENTER	CARRIER / IVUE BAS STATIONARY SYSTEM
COUNTY ADMINISTRATION BUILDING	CARRIER / IVUE BAS
DISTRICT COURT	CARRIER / IVUE BAS
PUBLIC WORKS OFFICES	CARRIER / IVUE BAS
MCGEE PARK	
CONVENTION CENTER	CARRIER / IVUE BAS
SHERIFF'S DEPTMENT	
SHERIFF'S OFFICE	CARRIER / IVUE BAS
CORRECTIONS	
ADULT DETENTION CENTER	VARIOUS / IVUE BAS STATIONARY SYSTEM
JUVENILE DETENTION CENTER	CARRIER / IVUE BAS
RESIDENCE-AT RISK CHILDREN	CARRIER / IVUE BAS
MISCELLANEOUS	
BLANCO SENIOR CENTER	CARRIER / IVUE BAS
LOWER VALLEY SENIOR CITIZENS	CARRIER / NA
MULTI AGENCY BLDG (WATER/HOUSING)	CARRIER / IVUE BAS
RIVERVIEW GOLF COURSE	
RVGC IRRIGATION PUMPS	IVUE BAS