



**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER: 24-25-11**

**ENERGY AND WATER AUDITING & CONSULTING SERVICES**

**County Executive Office**

**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  
E-Mail: [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**Pre-Proposal Conference: November 19, 2024**  
**TIME: 9:00 a.m. (Local Time)**  
**Location: Central Purchasing Conference Room,**  
**213 S. Oliver Dr., Aztec, NM 87410**

**CLOSING DATE: December 5, 2024**  
**TIME: 5:00 p.m. (Local Time)**

**NIGP Services/Commodity Code: 910.16 Energy Conservation Services and Audits**

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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.: 24-25-11

TITLE: ENERGY AND WATER AUDITING & CONSULTING SERVICES

**21 PAGES (INCLUDING ACKNOWLEDGEMENT AND CAMPAIGN DISCLOSURE FORM) PLUS EXHIBIT A (BUILDING LISTINGS) AND Exhibit B (2010 AUDIT REPORT).**

***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  
SAN JUAN COUNTY  
213 South Oliver  
Aztec, NM 87410  
(505) 334-4548

**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 County 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 four (4) 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.**
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. **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.
5. **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).
6. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
7. **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.
8. **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.
9. **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.
10. **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.

- 11. 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 District Court, San Juan County, State of New Mexico.
- 12. 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.
- 13. 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.

- 14. 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.
- 15. 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.

- 16. 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.
- 17. 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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
25. **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.
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 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:**

#### **A. FORM OF PROPOSALS.**

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.

#### **B. PROPOSAL FORMAT/CONTENTS.**

The proposal must be organized and indexed in the following format and must contain, **at a minimum**, all listed items in the sequence indicated.

#### **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.

- D. COMMITMENT TO PROVIDING SERVICES. Each Offeror shall provide a statement of their commitment to providing the truancy and student accountability services as outlined in this Request for Proposals.

**SECTION 2. REQUIRED FORMS.**

- 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.

**SECTION 3. TECHNICAL PROPOSAL.**

**A. KNOWLEDGE AND EXPERIENCE.**

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.

**B. CAPACITY AND CAPABILITY.**

The Offeror shall describe relevant experience of the firm and its subconsultants, and the successful completion of similar projects in other locations. It is also essential that the proposal demonstrates an ability of the firm to develop and maintain the project budget and schedule. Specific management procedures in these areas should be described.

**C. QUALIFICATIONS OF PRINCIPAL PERSONNEL.**

The Offeror shall describe the qualification, knowledge, experience and availability of personnel to provide required services.

The Offeror shall provide, in this section of the proposal, a description of its team, particularly as it relates to prior work of this nature, both staff and sub-consultant work force that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

Detailed resumes of key staff members shall be included to supplement the description of staff qualifications. These resumes may not exceed three pages for each of the key personnel intended to be utilized on this project. The resumes shall include, at a minimum: position title, tenure with Offeror or if a sub-consultant, prior experience working with Prime Consultant, education, experience on similar projects, and other pertinent information related to this engagement.

**D. REFERENCES**

The Offeror shall provide at least three (3) professional references, along with each client's contact person(s) and telephone number(s), from previous clients or partners who can speak of the Offeror's capacity and effectiveness in delivering truancy and student accountability services. The County reserves the right to contact references/clients for verification and pertinent information.

**E. PROJECT UNDERSTANDING AND APPROACH**

Offeror shall provide a description of the firms' understanding of the project and of special issues, opportunities or problems typical of conducting of completing the requested tasks should be included.

Offeror shall provide a proposed approach for dealing with the tasks and issues of the project and the

priorities for achieving the objectives of the Project Description. The objectives, major tasks, and products described in the Project Description of this RFP shall be used as the basis for this description. Specific methods of achieving these objectives and tasks to be performed must also be described. A tentative schedule indicating the project milestones, duration, and relationships of the tasks, key events, and major deliverables in calendar days must be included.

The consultant will be expected to work closely with County staff for guidance in the completion of the required work.

**SECTION 4. PRICING.**

Each Offeror shall provide a cost proposal(s) with their Offer. Identify hourly rates for all personnel, including sub-contractors, who would perform work specified in the proposal by task. Identify personnel by name and type of work they would perform (management, technical, support). The hourly rates must include all costs, direct or indirect, and any other costs associated with the performance of work detailed within.

In addition to hourly rates, provide a per-square-foot rate for the energy audit and a separate per-square-foot rate for the water audit. Pricing shall be inclusive of any additional costs, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.).

**SECTION 4. 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.



## **PROJECT DESCRIPTION/SCOPE OF SERVICES**

### **ENERGY AND WATER AUDITING & CONSULTING SERVICES**

**\*The Offeror's Proposal must be as specific as possible and address the following specifications and requirements.**

#### **Scope of Services**

San Juan County is soliciting offers from firms and individuals qualified to provide on-site energy and water audits of various county facilities. The scope of services shall consist of providing all professional services, labor, equipment, and materials, including all necessary travel and associated costs required to perform an energy and water audit for a variety of administrative, commercial and industrial type buildings, and facilities owned by San Juan County. In addition, the scope shall require the identification of all cost-effective technology, systems, facility modifications, adjustments, alterations, additions, and retrofits that could be implemented to reduce San Juan County's energy and water consumption ranked by benefit-cost ratio. All demand side management (DSM) programs available through servicing utility companies shall be investigated and utilized, or recommended, as appropriate. Identification of options for advanced meter systems to include electric, gas and water. Investigate opportunities for onsite energy production, both non-renewable and renewable, with emphasis on renewable opportunities. Exhibit A, attached, is a building list totaling 1,004,906 square feet that is to be included in the audit.

#### **Contract Term**

The term of the proposed agreement shall be twelve months from the negotiated start date of the Contract and shall be subject to the terms and conditions of this Request for Proposal.

#### **General Scope of Work**

The successful Offeror will provide all professional services associated with conducting an energy and water audit of all necessary county facilities to include all interior and exterior building systems. The successful Offeror must have a broad and extensive knowledge in maintenance, theory, and operation of various equipment and systems, including but not limited to, the following:

- HVAC
- Central fan systems and packaged fan systems
- Evaporative cooling systems
- Boilers
- Steam distribution systems
- Hydronic heating and cooling systems
- Chillers/ refrigeration
- Motors
- Controls (pneumatic, electric, and direct digital)
- Electrical systems
- Lighting systems and standards
- Domestic water heaters
- Heat recovery systems
- Weatherization
- Irrigation systems
- Advanced metering systems (gas, electric, and water)
- Renewable energy systems

The Offeror will provide a Consultant(s) who will be available for all meetings deemed necessary by the County. The Consultant(s) will be responsible for undertaking all necessary studies, research, and activities necessary to produce the audit, and the alternate Integrated Asset Management Plan should the department requests this.

## **Specific Requirements: Energy and Water Audit Services.**

### **Task 1.** Identification of current conditions and preliminary recommendations.

- A. This work shall, at a minimum, consist of identifying the existing types, conditions, operating modes, and energy and water consumption profiles. Make use of any previous energy and water audits and any associated utility data, if available. Identification shall include the items below:
1. Heating ventilating and air conditioning (HVAC) systems, including space and equipment treatment.
  2. Lighting systems, both interior and exterior, including parking lot, and street lighting.
  3. Process exhaust systems such as welding, painting, etc.
  4. Domestic water systems, including generation, storage, distribution, metered, and un-metered.
  5. Miscellaneous motors such as air compressor motors, etc.
  6. Building envelopes, as concerns conduction, radiation, and infiltration gains and losses.
  7. Existing computerized energy management control systems (EMCS)- e.g., controlling HVAC equipment and lighting systems-including effectiveness of the EMCS and/or feasibility of expanding the system.
  8. Utility systems, including above and below ground heating and cooling lines, electrical distribution, etc.
  9. Facility engineer operation/maintenance practices.
  10. Advanced metering options using EMCS or stand-alone advanced metering systems.
  11. Demand charges shall be included in the calculated electrical costs.
  12. System/equipment two-year average energy consumption history, if available from utility bill records, otherwise from an engineering analysis for a one-year period.
  13. Master Meter Testing
  14. Customer Meter Review
  15. Customer Meter Testing
  16. Acoustic Survey and Leak Pinpointing
  17. WATER AUDITS: Provide interim water reports on the field findings weekly. Provide immediate reporting of leaks pinpointed so that excavation and repair can occur, if so desired by the County.
- B. This work shall also include a review of all available DSM services and the procedures to be followed in acquiring those services.

- C. Building/facility/system specifications, as-built drawings, and utility billing records and previous audits will be provided if available. Re-evaluate energy conservation opportunities (ECO) in previous facility audits not already implemented to determine current feasibility under current conditions.
- D. Develop a list of likely feasible energy conservation opportunities.
- E. Develop a list of site energy production opportunities.

**Task 2. Identification of Recommendations. (PRE-FINAL)**

- A. This work shall consist of the development of recommendations for changes in operations and retrofits of facilities, systems, and equipment, based on the approved recommendations at the concept stage
- B. The PRE-FINAL and FINAL submittals shall carry forward data and information previously presented in the approved concept submittal.
- B. Address all questions, concerns and recommended changes generated from review of the concept submittal.
- D. Each facility, system, or equipment recommendation shall be self-contained and shall be presented in the format shown in the sample report provided as an attachment. One (1) summary shall be provided for each recommended retrofit. The fiscal year (FY) shall be indicated as the year following the analysis year.
- E. This work shall also consist of identification of the facilities energy and water performance history by inspection and analysis of utilities billing records for a period of two consecutive years or, if records are not available, by suitable engineering analysis and simulation.
- F. A complete analysis back-up and rationale shall be provided for each recommended operational change and/or retrofit. The following approach shall be used, as a minimum:
  - 1. Identify potential retrofit candidates.
  - 2. Accomplish a detailed analysis of each retrofit candidate.
  - 3. Accomplish a life-cycle cost analysis of each candidate.
  - 4. Commercially available economic analysis software programs which are shown to provide detailed analyses equal or superior to those of LCCID or BLCC may be utilized.
- G. Proven analyses which have been used elsewhere, and which are clearly shown to be valid at this project site, may be submitted for evaluation prior to development of the Concept Submittal.
- H. The weather data to be used in performing energy analyses must be in accordance with DOD Engineering Weather Data.

**Task 3. FINAL SUBMITTAL.** Incorporate/address all Pre-Final review comments. (See attached Exhibit B, Final report from 2010 Energy and Water Audit.)

Submittals.

## 1. General.

- A. Provide a "Preface" which shall include a map/layout of the base and shall describe the purpose of the report, with ALL Submittals.
- B. Provide an "Executive Summary," which shall include a building-by- building overall list of the energy conservation measures. Include all measures that are targeted for investigation and analysis. The PRE- FINAL and FINAL Submittal Executive Summaries shall include a prioritized list of all measures that were approved at the CONCEPT Submittal review.
- C. The Executive Summary shall include a description/discussion of the following items:
  - 1. Overview of the scope of the audit.
  - 2. Schedule of proposed Energy Conservation Opportunities with reference number.
  - 3. Summary of cost data listed by either individual ECO's or total building ECO's.
  - 4. Discussion of utilities and utility incentives.
  - 5. List/explanation of those item(s) dropped from further consideration.

## 2. CONCEPT submittal. Provide the following, as a minimum.

- A. Description of each building/facility audited, including:
  - 1. Name of building/facility and square footage.
  - 2. Year of construction.
  - 3. Type of construction.
  - 4. Envelope U-values.
  - 5. Preliminary evaluation of envelope quality and integrity- e.g., window conditions, infiltration, etc.
  - 6. Function(s) of building/facility.
  - 7. Occupancy level and profile of building, including operating schedule.
  - 8. Unit energy cost factors, including electrical demand charges.
- B. Description of each significant existing energy consuming system and/or equipment item.
- C. For ECO candidates, a description of existing interior lighting systems.
- D. For ECO candidates, a description of existing exterior lighting systems, including parking lot and street lighting.
- E. The results of the analysis for each facility audited shall include an evaluation of the major facility components such as the envelope, HVAC systems, and lighting as a minimum. Include a summary of potential operational improvements and retrofit

candidates.

- F. Indicate which analysis software's were used.
- G. A statement indicating that available utility company demand side management (DSM) services have been identified and are listed. All available rebates and incentives from all local utilities shall be identified and listed. Include recommendations for utilization of specific offerings.
- H. Evidence that the effects of power factor correction, demand reduction, peak shaving, and load leveling were considered-for example, the effect of installing energy management systems, reduced lighting loads, etc.-in performing life cycle cost analyses.
- I. Identification of all "likely," or conventional, retrofit candidates which appear not to be effective-for example, installation of gas-fired infrared heating, high-efficiency furnaces and motors, occupancy sensors, passive solar features, enhancing surface treatments, etc.- and the reason(s) why they are not cost effective.
- J. Identification of options for advanced metering systems including data collection, connectivity recommendations.
- K. Identification of potentially beneficial renewable energy options including recommendations.
- L. Identification of potential benefits of total or partial facility retro-commissioning including recommendations and cost effectiveness.

**3. PRE-FINAL submittal.** Upon approval of the CONCEPT submittal, develop the required analyses and provide the following information.

- A. A list of the recommended retrofits. The list shall be prioritized on the basis of the SIR values. This list shall include all those items which have both:
  - 1. Simple and discounted paybacks of less than 15 years; (use 20 years for renewable energy projects).
  - 2. Savings-to-investment ratios (SIR) of at least 1.0.
- B. The results of analysis for each approved retrofit candidate.
- C. The results of an LCCA analysis for each feasible candidate to include LCCID's appropriate reporting format for each retrofit item.
- D. An LCCID analysis and report for a composite project - i.e., including all qualifying retrofit items (all ECO's that have an SIR > 1.25 and a simple payback (SP) < 10 years; and renewable ECO's that have a SIR > 1.0 and SP < 15) in a single construction package and - to identify the feasibility of a single comprehensive upgrade project.
- E. All back-up analyses and rationales for each candidate retrofit item.

**4. FINAL submittal.** Shall include same elements as PRE-FINAL submittal but shall be revised to include any PRE-FINAL review comments. Shall be submitted as paper and electronic version.

5. All report submittals shall be provided in hard copies, in the numbers noted below, plus one electronic copy.

San Juan County  
100 South Oliver Street  
Aztec, NM 87410

3 Each

**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).

Offeror's shall be prepared to respond to requests by the County to provide on-site presentations to address areas which may be deemed necessary to assist in the detailed evaluation process. All expenses associated with such presentations shall be borne by the Offeror.

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

<b><u>CRITERIA:</u></b>	<b><u>POINTS:</u></b>
<b><u>1. EXPERIENCE.</u></b>	<b>150</b>
Offeror's current and prior experience in work comparable to perform the scope of services required in this Request for Proposals.	
<b><u>2. OFFEROR'S CAPACITY AND CAPABILITY</u></b>	<b>200</b>
The Offeror shall describe relevant experience of the firm and its subconsultants, and the successful completion of similar projects in other locations. It is also essential that the proposal demonstrates an ability of the firm to develop and maintain the project budget and schedule. Specific management procedures in these areas should be described.	
<b><u>3. QUALIFICATIONS OF PRINCIPAL PERSONNEL</u></b>	<b>200</b>
The Offeror shall provide, a description of its team, particularly as it relates to prior work of this nature, both staff and sub-consultant work force that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.	
Detailed resumes of key staff members shall be included to supplement the description of staff qualifications. These resumes may not exceed three pages for each of the key personnel intended to be utilized on this project. The resumes shall include, at a minimum: position title, tenure with Offeror or if a sub-consultant, prior experience working with Prime Consultant, education, experience on similar projects, and other pertinent information related to this engagement.	
<b><u>Allocation of category points:</u></b>	
<b>Quality of Team/Team Description</b>	<b>100</b>
<b>Relevant experience of staff and sub consultants</b>	<b>100</b>
<b><u>4. REFERENCES.</u></b>	<b>50</b>
The Offeror shall provide a minimum of (3) references with associated work	

samples that demonstrate and support the required level of experience and expertise for the work being proposed.

**5. AVAILABILITY / LOCATION OF KEY STAFF. 50**

The location of the offices where the work will be performed should be specified. The locations of the project manager and other key members of the Consultant's Project Team of particular relevance. Availability of key staff persons at strategic times during the project must be described. Accessibility is defined as the ability to provide timely and meaningful support and/or problem resolution with regard to and specified in the contract. A consultant may satisfy an accessibility requirement without being a locally based business.

**6. PROJECT UNDERSTANDING AND APPROACH 150**

A description of the firms' understanding of the project shall be provided. A description of special issues, opportunities or problems typical of conducting of completing the requested tasks should be included.

The proposed approach for dealing with the tasks and issues of the project. The objectives, major tasks, and products described in the Project Description of this RFP shall be used as the basis for this description. Specific methods of achieving these objectives and tasks to be performed must also be described. A tentative schedule indicating the project milestones, duration, and relationships of the tasks, key events, and major deliverables in calendar days must be included. Priorities for achieving the objectives of the Project Description should be included in the proposal.

**Allocation of category points:**

Understanding of project	50
Approach and method dealing with project tasks	50
Priorities for achieving objectives of Project Description	50

**7. COST OF SERVICES 200**

Identify hourly rates for all personnel, including sub-contractors, who would perform work specified in the proposal by task. Identify personnel by name and type of work they would perform (management, technical, support). The hourly rates must include all costs, direct or indirect, and any other costs associated with the performance of work detailed within.

In addition to hourly rates, provide a per-square-foot rate for the energy audit and a separate per-square-foot rate for the water audit.

**TOTAL: 1000**

**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 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](mailto: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. 24-25-11, Energy and Water Auditing & Consulting 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 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.)

\_\_\_\_\_  
(Federal Tax I.D. No)

John Beckstead, Chairman  
Terri Fortner, Chairman Pro-Term  
Steve Lanier, Commissioner  
Gary McDaniel, Commissioner  
GloJean Todacheene, 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, 2024

**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) 334-4553, 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