



**MORA COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

**RFP# 2024-002 CHET VFD
WATER TANK INSTALLATION**

RFP Release Date: Friday, April 5, 2024

Proposal Due Date: April 26, 2024, by 2:00 p.m. (Mountain)

PROPOSAL SUBMISSION BY HARD COPY ONLY TO:

Mora County Finance Department
Attn: Adelita Encinias, Chief Procurement Officer
Physical Address: 1 Courthouse Road
Mailing Address: P.O. Box 580
Mora, New Mexico 87732

Proposals must be submitted in a sealed envelope that is clearly marked:
“RFP No. 2024-002 CHET Water Tank Installation DO NOT OPEN”

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to procure services related to the installation of a subsurface water tank for fire suppression at the CHET¹ Volunteer Fire Department located in Cleveland, Mora County, New Mexico. Mora County (hereinafter “the County”) is requesting proposals (RFP) from qualified offerors to properly excavate the site, place the subsurface 40,000 gallon water tank and install a pump vault and hydrant for the CHET Volunteer Fire Department.

B. BACKGROUND INFORMATION

The CHET Volunteer Fire Department is overseen by Mora County Fire Administrator who is the direct report to the County Manager. The Board of County Commissioners serves as the Governing Body of Mora County and is responsible to awarding this RFP following recommendation by the RFP Evaluation Committee which is appointed by the County Manager.

C. SCOPE OF PROCUREMENT

This procurement involves the underground installation of a 40,000 gallon water tank for fire suppression purposes. The tank is 10 feet in diameter, approximately 70 feet in length and weighs 13,000 pounds. Full specifications for the tank can be found at https://bit.ly/tank_specs. The tank is to be installed at a depth of 14 feet to the bottom of the tank with 1 foot of primary back fill beneath the tank.

The tank is to be installed according to Manufacturer’s Instructions which can be found at https://bit.ly/tank_installation_manual and at the direction of the Mora County Fire Administrator in direct consultation with the County Manager. The CHET Volunteer Fire Department will also be a collaborative partner in the installation per the direction of the County Manager. The system must also meet the requirements of the New Mexico State Fire Marshal’s Office. This includes, but this not limited to:

1. Unloading the tank from the transport vehicle using installed loading lugs.
2. Excavating the site to accommodate the tank, pump vault, underground piping, backfill materials, and an adequate and safe working space.
3. Disposal of excavated material that is not suitable as secondary backfill, as is more fully described at page 5, tables 3-5 of the Manufacturer’s Installation Manual.

¹ CHET is an abbreviation for the communities served by the fire department and includes: Cleveland, Holman, Encinal and Tramperos.

4. Providing required primary backfill material (pea gravel or crushed stoned) as specified at page 4, tables 1-2 of the Manufacturer's Installation Manual with 12 inches of primary backfill below the tank and extending 12 inches beyond the tank shadow at the base of the tank.
5. Providing required geotextile material to cover the entire surface of the primary backfill. (Please note that polyethylene film is not considered an effective geotextile material).
6. Install supplied deadman concrete blocks and straps to secure the tank as per manufacturer's specification.
7. Provide and install 4 foot diameter vertical pump vault as shown in <https://bit.ly/pumpvault> with 6 inch diameter flexible connector to tank
8. Install vents and manways to top of tank that extend to surface.
9. Backfill with primary backfill to at least 50% of tank diameter as specified in Option A of the manufacturer's installation guide, Figure A-1. This includes proper tamping of material and checking of tank diameter for deflection as outlined in manufacturer's installation instructions.
10. Purchase a pump to provide 500 GPM flow rate with preferably a variable output pressure, but at least a 40 PSI pressure at the hydrant. Final specification of the pump will be approved by the CHET Fire Chief and the State Fire Marshal.
11. Purchase a 6" hydrant. Final specification will be approved by the Fire Administrator in collaboration with the CHET Fire Chief.
12. Install pump at top of pump vault with necessary plumbing and electrical to provide water to the hydrant. A pump house is on site, but bidder will be required to place it over the pump once burial is completed.
13. Document installation using the installation checklist with appropriate documentation and photographs per the manufacturer's checklist. An example of the photo documentation required can be found at https://bit.ly/tank_installation_pictures. In addition, the bidder will be responsible for the sieve analysis for both the primary and secondary backfill material required for the tank warranty.
14. Please note that Mora County, through the CHET VFD, will supply the tank as shown with specifications given in https://bit.ly/tank_specs, deadman anchors, and straps for mounting the tank, and pump house. Successful bidder will supply geotextile material, all backfill material (both primary and secondary), 6-inch diameter flexible couplings, pump vault to surface,

pump with specifications given in item 10 above, plumbing and electrical supplies for pump, and hydrant.

15. All work to be performed by the contractor must be in compliance with any and all regulatory agencies such as the New Mexico Construction Industries Division and Mora County, to include obtaining requisite permits and inspections. CID's Plan Review Manager, Chris Archuleta, will provide additional information to Mora County regarding requisite permits and inspections. Mora County's Planning and Zoning/E911 Rural Addressing Director, Brad Sena, will provide information regarding requirements under Mora County's governing rules and regulations. Review and/or approval of project completion, in phases identified by Mora County in a supplemental agreement, shall be completed by a Mechanical Engineer will be required as provided herein.
16. The selected contractor must take photographs of each stage of the project and provide them to the Fire Administrator and/or County Manager who will be present at each key stage of the project. The key stages will be determined in writing with the Fire Administrator and CHET Fire Department and must be approved by the County Manager in order to ensure compliance with guidelines provided by the State Fire Marshal's Office.

D. PROCUREMENT OFFICER

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

Name:	Adelita Encinias, Chief Procurement Officer
Address:	1 Courthouse Drive, P.O. Box 580 Mora, New Mexico 87732
Email Address:	aencinias@countyofmora.com
Phone Number:	575-387-5279

1. Any inquiries or requests regarding this procurement should be submitted in writing, preferably via email, to the Procurement Officer. Offerors may contact ONLY the Procurement Officer regarding this procurement. Other County employees, Elected Officials, or Evaluation Committee members do not have the authority to respond on behalf of Mora County.
2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified herein. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.

Protests submitted or delivered to the Procurement Manager will NOT be considered properly submitted.

E. PROPOSAL SUBMISSION

All proposals must be submitted via hardcopy (mail or hand-delivery) to Adelita Encinias, Mora County Finance Department, no later than Friday, April 26, 2024, at 2:00 p.m.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

- a. “**Award**” means the final execution of the contract document.
- b. “**Confidential**” means confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978; see also NMAC 1.4.1.45. The following items may **not** be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- c. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
- d. “**Contractor**” means any business having a contract with a state agency or local public body.
- e. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- f. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
- g. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
- h. “**Evaluation Committee Report**” means a report prepared by the Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

- i. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s), thus making it fully executed.
- j. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- k. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
- l. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- m. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
- n. “**Procurement Officer**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
- o. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
- p. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- q. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, or items of

tangible personal property described in the proposal.

- r. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.
- s. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully emailed to AEncinias@countyofmora.gov prior to the submission deadline stated in the RFP.
- t. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company. This can include subcontractors.
- u. “**Unredacted**” means a version/copy of the proposal containing all complete information, including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
- v. “**Written**” means typed in standard 8 ½ x 11-inch document format by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

	Action	Responsible Party	Due Dates
1	Issue RFP	Mora County (MC)	April 5, 2024
2	Acknowledgement of Receipt Form	Potential Offerors	April 12, 2024
3	Deadline to submit Written Questions	Potential Offerors	April 12, 2024
4	Response to Written Questions	MC Procurement Officer	April 16, 2024
5	Submission of Proposal	Potential Offerors	April 26, 2024
6	*Proposal Evaluation and Recommendation to include solicitation of “Best and Final Offers”	MC Evaluation Committee	April 29th to May 1 st of 2024
7	*County Commission Consideration	Mora County Commission	May 1, 2024
8	*Contract negotiations	Finalist Offeror(s)	May 6, 2024
9	*Finalize Contractual Agreement	MC/Finalist Offeror	May 7 to May 10, 2024
10	*Contract Award	MC/ Finalist Offeror	May 13, 2024
11	*Protest Deadline	MC	May 28, 2024

*Please note that the dates indicated in Events 6 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A. above.

1. Issue RFP

This RFP is being issued by Mora County Finance Department on April 5, 2024.

2. Acknowledgement of Receipt Form

Potential Offerors shall e-mail the Acknowledgment of Receipt Form (APPENDIX A) to the Procurement Officer, Adelita Encinias (AEncinias@countyofmora.gov), to place their organization on the Procurement Distribution List. The form must be returned to the Procurement Manager by 4:30 p.m. (Mountain) on April 12, 2024.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Mora County website procurement page any responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP by 4:30 pm MDT on April 12, 2024, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided at the pre-proposal conference or via e-mail, on or before the date indicated above in the Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (APPENDIX A).

An electronic version of the Questions and Answers will be posted to: <https://www.countyofmora.com/procurement>. If you have any questions, please contact Adelita Encinias, Chief Procurement Officer at (575) 387-5279.

5. Submission of Proposal

All proposals must be submitted via hardcopy (mail or hand-delivery) to Adelita Encinias, Mora County Finance Department, no later than Friday, April 26, 2024, at 2:00 p.m.

NO LATE PROPOSALS WILL BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation and Recommendation to include “Best and Final Offers”

An Evaluation Committee, appointed by the County Manager in consultation with the Procurement Officer, will perform the evaluation of proposals. This process will take place as indicated in the above Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals to clarify

aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. The Offerors SHALL NOT initiate discussions with Mora County personnel or members of any Volunteer Fire Department in Mora County.

The Evaluation Committee may also determine at this time whether Oral Presentation, if any, is needed by any of the Offeror(s). In addition, the Procurement Officer may solicit “best and final offers” at this time prior to submitting a final recommendation to the County Commission for its consideration.

7. County Commission Consideration

The Evaluation Committee will select the finalist offeror(s) in connection with its recommendation to the Mora County Commission. The County Commission will receive the recommendation and vote on the recommendation, or may request additional information from the Evaluation Committee before rendering a final decision at a properly noticed Commission Meeting.

8. Contract Negotiations

After approval of the Evaluation Committee Report, any contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Finalize Contractual Agreement

The Contract Agreement will be finalized by the Mora County Attorney for review and consideration by the selected Offeror.

10. Contract Award

Upon receipt of the signed contractual agreement, the County’s Procurement office will award as per the Sequence of Events, or as soon as possible thereafter.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals (the Chief Financial Officer and/or Finance Director), pursuant to §13-1-172, NMSA 1978, ONLY protests delivered directly to the Protest Manager in writing

and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 4:30 pm Mountain on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to the Mora County Manager's Office to the attention of:

Mora County Chief Financial Officer (Jesus Baquera)
or the Finance Director (Edna Sena)
Physical Address: 1 Courthouse Road
Mailing Address: P.O. Box 580
Mora, New Mexico 87732

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

III. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement and Evaluation, by completing and signing the Letter of Transmittal form, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfilling all requirements of the contractual agreement with Mora County which may derive from this RFP. Mora County, when entering into a contractual agreement with a contractor, will make payments only to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed unless expressly authorized by Mora County. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not

subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Mora County which will award any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **County personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until Mora County has completed the final award. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

- a. Proprietary and Confidential information is restricted to:
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of the Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information in order to facilitate eventual public inspection of the non-confidential version of the Offeror's

proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, Mora County shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

This RFP may be canceled at any time, and any and all proposals may be rejected in whole or in part when Mora County determines that such action is in the best interest of Mora County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. Mora County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Officer or contained in this RFP shall be used as the basis for the preparation of

Offeror proposals.

15. **Contract Terms and Conditions**

The contract between Mora County and a contractor will follow the format specified by Mora County and contain the terms and conditions set forth in the Draft Contract Appendix C. However, Mora County reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

Mora County discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of Mora County (and the Evaluation Committee), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. Mora County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to Mora County and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with Mora County.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between Mora County and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined herein. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Mora County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Mora County. If the RFP is cancelled, all responses received shall be destroyed by Mora County.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Mora County.

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

25. Electronic mail address required

A part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Response to Written Questions).

26. Use of Electronic Versions of this RFP

This RFP is being made available electronically. In the event of a conflict between a version of the RFP in the Offeror's possession and the version maintained by Mora County, the Offeror acknowledges that the version maintained by Mora County shall govern as found at www.countyofmora.com/procurement.

27. Campaign Contribution Disclosure Form and Conflict of Interest Form

The offeror must complete, sign, and return the Campaign Contribution Disclosure Form and Conflict of Interest Form (APPENDIX B) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of County Commissioner or other any other elected official within Mora County. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

28. Letter of Transmittal

The offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only necessary if the responses differs from the individual identified in A);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. The individual above must sign and date the form, attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated herein, (b) the organization's acceptance of the Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

29. Disclosure Regarding Responsibility

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

- violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner,
or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice Mora County if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course

of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to Mora County. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of Mora County.

30. **New Mexico and Native American Business Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), the **Offeror must submit a copy of its valid New Mexico Resident or Native American Resident Business Preference Certificate or its valid New Mexico Resident Veteran or Native American Resident Veteran Business Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

Mora County shall not award a business both a resident business preference and a resident veteran business preference.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit the original proposal **along** with five (5) copies in response to this RFP.

Any proposal that does not adhere to the requirements set forth herein may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

- a. Signed Letter of Transmittal
- b. Signed Campaign Contribution Form
- c. Table of Contents
- d. Proposal Summary (Optional)
- e. Response to Contract Terms and Conditions
- f. Offeror's Additional Terms and Conditions
- g. Cost Proposal: Completed Cost Response Form (Appendix D)
- h. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - Organizational Experience
 - Organizational References
 - Oral Presentation (if applicable)
 - Mandatory Specification
 - Desirable Specification
 - New Mexico and Native American Resident Business Preferences (if applicable)
 - All disclosures requested herein must likewise be provided to include debarment or suspension information.

Note: Offerors may provide other Supporting Material (if applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates, or expenses must occur ONLY in the Cost Proposal upload.

A Proposal Summary may be included in the Offeror's Proposal.

V. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

As noted herein, the Scope of Procurement is as follows:

This procurement involves the underground installation of a 40,000 gallon water tank for fire suppression purposes. The tank is 10 feet in diameter, approximately 70 feet in length and weighs 13,000 pounds. Full specifications for the tank can be found at https://bit.ly/tank_specs. The tank is to be installed at a depth of 14 feet to the bottom of the tank with 1 foot of primary back fill beneath the tank.

The tank is to be installed according to Manufacturer's Instructions which can be found at https://bit.ly/tank_installation_manual and at the direction of the Mora County Fire Administrator in direct consultation with the County Manager. The CHET Volunteer

Fire Department will also be a collaborative partner in the installation per the direction of the County Manager. The system must also meet the requirements of the New Mexico State Fire Marshal's Office. This includes, but this not limited to:

1. Unloading the tank from the transport vehicle using installed loading lugs.
2. Excavating the site to accommodate the tank, pump vault, underground piping, backfill materials, and an adequate and safe working space.
3. Disposal of excavated material that is not suitable as secondary backfill, as is more fully described at page 5, tables 3-5 of the Manufacturer's Installation Manual.
4. Providing required primary backfill material (pea gravel or crushed stoned) as specified at page 4, tables 1-2 of the Manufacturer's Installation Manual with 12 inches of primary backfill below the tank and extending 12 inches beyond the tank shadow at the base of the tank.
5. Providing required geotextile material to cover the entire surface of the primary backfill. (Please note that polyethylene film is not considered an effective geotextile material).
6. Install supplied deadman concrete blocks and straps to secure the tank as per manufacturer's specification.
7. Provide and install 4 foot diameter vertical pump vault as shown in <https://bit.ly/pumpvault> with 6 inch diameter flexible connector to tank
8. Install vents and manways to top of tank that extend to surface.
9. Backfill with primary backfill to at least 50% of tank diameter as specified in Option A of the manufacturer's installation guide, Figure A-1. This includes proper tamping of material and checking of tank diameter for deflection as outlined in manufacturer's installation instructions.
10. Purchase a pump to provide 500 GPM flow rate with preferably a variable output pressure, but at least a 40 PSI pressure at the hydrant. Final specification of the pump will be approved by the CHET Fire Chief and the State Fire Marshal.
11. Purchase a 6" hydrant. Final specification will be approved by the Fire Administrator in collaboration with the CHET Fire Chief.
12. Install pump at top of pump vault with necessary plumbing and electrical to provide water to the hydrant. A pump house is on site, but bidder will

be required to place it over the pump once burial is completed.

13. Document installation using the installation checklist with appropriate documentation and photographs per the manufacturer's checklist. An example of the photo documentation required can be found at https://bit.ly/tank_installation_pictures. In addition, the bidder will be responsible for the sieve analysis for both the primary and secondary backfill material required for the tank warranty.
14. Please note that Mora County, through the CHET VFD, will supply the tank as shown with specifications given in https://bit.ly/tank_specs, deadman anchors, and straps for mounting the tank, and pump house. Successful bidder will supply geotextile material, all backfill material (both primary and secondary), 6-inch diameter flexible couplings, pump vault to surface, pump with specifications given in item 10 above, plumbing and electrical supplies for pump, and hydrant.
15. All work to be performed by the contractor must be in compliance with any and all regulatory agencies such as the New Mexico Construction Industries Division and Mora County, to include obtaining requisite permits and inspections. CID's Plan Review Manager, Chris Archuleta, will provide additional information to Mora County regarding requisite permits and inspections. Mora County's Planning and Zoning/E911 Rural Addressing Director, Brad Sena, will provide information regarding requirements under Mora County's governing rules and regulations. Review and/or approval of project completion, in phases identified by Mora County in a supplemental agreement, shall be completed by a Mechanical Engineer will be required as provided herein.
16. The selected contractor must take photographs of each stage of the project and provide them to the Fire Administrator and/or County Manager who will be present at each key stage of the project. The key stages will be determined in writing with the Fire Administrator and CHET Fire Department and must be approved by the County Manager in order to ensure compliance with guidelines provided by the State Fire Marshal's Office.

B. TECHNICAL SPECIFICATIONS

1. Contractor Experience

The Offeror **must**:

- a) provide a description of relevant experience on projects similar to the type described herein.
- b) provide a description and biography of all individuals who will work on this project, to include proposed subcontractors.

- c) describe at least two project successes and failures on related projects. Include how each experience improved the Offeror's services.

2. **Organizational References**

The offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);

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

Organizational References that are not received or complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

VI. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Officer may contact the Offeror for clarification of the response as set forth herein.
3. Responsive proposals will be evaluated on the factors identified herein, which have been assigned a point value below. The responsible Offerors with the highest scores may be selected as finalist Offeror(s), based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offeror(s) whose proposal(s) are most advantageous to Mora County, taking into consideration the Evaluation Factors in Section V, will be recommended for the award (as specified in Section II.B.12). Please note, however, that a serious deficiency in response to any one factor may be grounds for rejection regardless of the overall score.
4. The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used to evaluate individual potential Offeror proposals by sub-category.

Evaluation Factors	Points Available
B. Technical Specifications	
B. 1. Contractor Experience	250
B. 2. Organizational References (30 per reference)	90
B. 3. Mandatory Specifications	160
C. Business Specifications	
C.1 Letter of Transmittal	Pass/Fail
C.2 Campaign Contribution Disclosure Form	Pass/Fail
C.3 Oral Presentations (at Mora County's discretion)	50
C.4. Cost	250
C.5.A New Mexico or Native American Resident Business Preference - or- C.5.B below (one or the other)	100
C.5.B New Mexico or Native American Resident Veteran Preference	100
TOTAL POINTS AVAILABLE	900

Table 1: Evaluation Point Summary

A. EVALUATION FACTORS

1. *B.1 Contractor Experience*

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the

Offeror's experience and certifications/licenses. In addition, points will be awarded based on the Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. *B.2 Organizational References*

Points will be awarded based on an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offerors will be evaluated on references that show positive project history, successful execution of project completion, and evidence of satisfaction by each reference. References indicating significantly similar scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category (totaling 30 points per reference). A lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references to validate the information submitted. If this step is taken, the Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, Mora County reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility.

3. *B.4 Mandatory Specifications*

Offerors will be rated on the following: (1) timeline for completion of the project to include proposed dates for completion of various phases of the project; Mora County prefers completion no later than seventy-five days following contract execution, (2) commitment to attend all project related meetings coordinated by the Fire Administrator in consultation with the County Manager and CHET Fire Chief; (3) identified process to ensure that the CHET Fire Station will remain operational throughout project; (4) stated understanding of the nature of the project and specification/installation guidelines set forth herein, (5) commitment to obtain requisite permitting and inspections, including but not limited to certification of proper completion by NMCID, a mechanical engineer of the County's choosing with the cost to be borne by the Contractor, and any other regulatory entities including Mora County; and (6) any other specifications to be identified in an Amendment to this RFP, to be posted to the County's procurement webpage no later than Friday, April 12, 2024.

4. *C.1 Letter of Transmittal*

Pass/Fail only. No points are assigned.

5. *C.4 Campaign Contribution Disclosure Form*

Pass/Fail only. No points are assigned.

6. C.5 Oral Presentation, if deemed necessary

Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as the professionalism of the presenters and the technical knowledge of contractor. Prior to the Oral Presentation, Mora County will provide the Offeror with a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum total points for this Evaluation Factor.)

7. C.6 Cost

Points will be awarded based upon the overall costs identified, cost savings set forth therein, and overall value based on the work to be performed.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Mora County
RFP # 2024-002 CHET VFD Water Tank Installation

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Adelita Encinias, Chief Procurement Officer
E-mail: aencinias@countyofmora.com
Subject Line: Mora County RFP # 2024-002 CHET VFD Water Tank Installation

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a 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.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body, including Mora County, that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) at Mora County if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position) Printed Name

CONFLICT OF INTEREST POLICY AND DISCLOSURE STATEMENT

Mora County ("County") requires that its Commissioners, members of management, and staff members, avoid any conflict or appearance of conflict between their own interests and the interests of the County in dealing with all suppliers, contractors, and all other organizations or individuals doing or seeking to do business with the County.

Any Commissioners, members of management and staff members who has any direct or indirect financial interest in the outcome of any transaction with the County, whether individually or through a company, shall disclose such interest to the County Manager or, in the case of the County Manager, the Board of Commissioners. The individual with a conflict shall not be eligible to vote on any motion or resolution or participate in discussions related to such interest.

In order to avoid the appearance of impropriety, under no circumstances shall Commissioners, members of management, and staff members accept gifts from existing and prospective vendors, suppliers, or contractors.

The Administration shall seek approval from the Board for any purchases of supplies, equipment or services (such as those involving investment, insurance or finance) that are made from those companies where a member of the Commissioners, members of management, and staff members works, or has proprietary or financial interest.

Declaration (check one):

- I confirm that neither I nor any of my relatives nor any business with which I am associated have any personal or business interest in or potential for personal gain from any of the organizations or projects linked to the County. I also confirm that the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform the County Manager of any conflict or potential conflict of which I become aware immediately. I also undertake to inform the County Manager of any change in these circumstances, including – if an issue arises – during the course of my association with the County as a Commissioner, member of management, or as a staff member.
- I confirm that I or my relative have a financial or other interest in the subject/matter of the work in which I will be involved, which may be considered as constituting a real, potential or apparent conflict of interest.

Type of interest, e.g. shares, employment, payment (including details on any work, etc.)	Name of entity	Relationship with the entity	Current interest? (or date ceased)

Name

Signature /Date

APPENDIX C

DRAFT CONTRACT

The Agreement in Appendix C will be posted to the County's procurement website page by the close of business on Friday, April 12, 2024, and will represent the contract that Mora County intends to use to make an award in connection with this RFP. Mora County reserves the right to modify the Agreement prior to or during the award process as necessary.

APPENDIX D
COST RESPONSE FORM

Mora County
RFP # 2024-002: CHET VFD WATER TANK

APPENDIX D

COST RESPONSE FORM CHET WATER TANK INSTALLATION

Item No.	Task or Purchase Description	Cost

I (we) the undersigned will provide products and services for the County of Mora, New Mexico as outlined in the Request for Proposals RFP No. 2024-002 for the total fee of \$_____. Fees are broken down by associated tasks and purchases in the table above. This fee includes applicable taxes as specified herein.

I (we) understand that Mora County will identify a payment schedule, if applicable, with the selected Contractor based on completion of various phases of the project as agreed to by Mora County.

Printed Name

Signature

Date

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of the Offeror's proposal.

RFP # 2024-002: CHET VFD WATER TANK

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.

Yes. Identify subcontractor/s by name, address, phone number and the type of work they will perform in connection with this contract. Please attach an additional page if needed).

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Printed Name: _____

Title: _____

Signature: _____
(Must be signed by the individual identified in item #2.A, above.)

Date: _____

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

Mora County, as a part of this RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document the Offeror's experience relevant to Section IV.A, Detailed Scope of Work, in an effort to evaluate the Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Adelita Encinias at AEncinias@countyofmora.com by 4:30 Mountain on Wednesday, April 24, 2024, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal.

Businesses/Organizations providing references may be contacted to validate the content provided therein.

MORA COUNTY
RFP # 2024-002 CHET VFD WATER TANK INSTALLATION

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to Mora County via e-mail at:

Name: Adelita Encinias
Email: AEncinias@countyofmora.com
Subject Line: RFP No. 2024-002 CHET Water Tank Installation (Questionnaire)

Forms must be submitted no later than 4:30 pm Mountain on Wednesday, April 24, 2024, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help Mora County evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the Mora County Finance Department, Adelita Encinias, Chief Procurement Officer, (575) 387-5279, AEncinias@countyofmora.com, When contacting Ms. Encinias, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

**RFP # 2024-002 CHET VFD WATER TANK INSTALLATION
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

QUESTIONS TO BE FILLED OUT BY ORGANIZATIONAL REFERENCE:

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

COMMENTS:

2. How would you rate this vendor's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

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

COMMENTS:

4. What is your level of satisfaction with the work performed by the vendor?

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

COMMENTS:

**RFP # 2024-002 CHET VFD WATER TANK INSTALLATION
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

5. How would you rate the dynamics/interaction between vendor's personnel and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

**RFP # 2024-002 CHET VFD WATER TANK INSTALLATION
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

7. Which aspect(s) of this vendor's services are/were you most satisfied with?

COMMENTS:

8. Which aspect(s) of this vendor's services were you least satisfied with?

COMMENTS:

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

COMMENTS:

10. **OTHER COMMENTS:**