

CITY OF GALLUP

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

HVAC PREVENTIVE MAINTENANCE
& ON-CALL SERVICES

RFP NO. 2020/2021/02/P



CITY OF
GALLUP

RFP DEADLINE ACCEPTANCE:
DATE: SEPTEMBER 3, 2020
TIME: 2:00 PM (LOCAL)

PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR

ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2020/2021/02/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

HVAC PREVENTIVE MAINTENANCE AND ON-CALL SERVICES

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M.** (LOCAL TIME) on **September 3, 2020**, when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated the 5th of August 2020

By: /S/ Louie Bonaguidi, Mayor

Classified Legal Column: Gallup Sun Publishing, August 7, 2020

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ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2020/2021/02/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Thirty Seven (37) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **July XX, 2020**. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM DOES DOES NOT (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1334
(888) 920-0611 Fax
frodriguez@gallupnm.gov

Please return this form by August 21, 2020

City of Gallup

RFP No. 2020/2021/02/P

1. GENERAL CONDITIONS

The City of Gallup is inviting proposals to:

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **September 3, 2020** until 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost. **Submittal of proposals electronically are NOT allowed; the City of Gallup is not set up to accept in this fashion. However, with the current Covid-19 situation, mailed proposals vs. hand delivered proposals are rather encouraged.**

MODIFICATIONS OR WITHDRAWL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return 4 copies of proposal- one (1) original and 3 copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this

solicitation issued by the Purchasing Office.

For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the city unless the specifications state that no substitutions or equivalents are allowed. If the Offeror is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent the Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are 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. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

COMPETENCY OF OFFEROR: Proposals will be considered only from firms who can provide evidence that they have established type of goods or services described in the RFP documents, and have a minimum of a satisfactory record of performance of five (5) years in the HVAC field and integrity to insure they can execute the requirements as stated herein. The City may make such investigation it deems necessary to determine the ability of the proposer to perform the work any determination as to competency shall be made by the appropriate City staff. Any proposal which is incomplete, irregular, or accompanied by an insufficient documentation may be rejected.

The City of Gallup also reserves the right to reject the proposal who has previously failed to perform properly, including inferior materials, workmanship, or attempts to use substandard equipment, excessive inspection caused to the project to insure good workmanship, or poor construction methods, or failure to complete on time a contract of similar nature, or the proposal who is not in a position to perform the work governed by the contract.

The work performed shall comply with all requirements of Federal, State or City regulations.

WARRANTY: All labor and work completed by the contractor shall be warranted for a period of **(1) one year.**

F.O.B. POINT: All material and work shall be quoted F.O.B. Gallup, Freight Prepaid.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Contractor will supply the City with invoice for payment.

No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the contractor from corrections of the defects. Invoices submitted after the fiscal contract period will not

be considered for payment.

The final acceptance shall not be binding upon the City, or conclusive, should it subsequently develop that the Offeror has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (drawings, if any) at the cost and expense of the contractor.

The hourly labor rate provided in the proposal shall include full compensation for labor, equipment, use, travel time, mileage, insurance and overhead and other costs to the Offeror excluding tax and freight.

VISIT SITE OF WORK: All Offerors **should** visit the building sites of the work and to familiarize themselves with the difficulties involved with the Scope of Work. Failure to do so is entirely the risk of the contractor and will not be a recognized as a basis or claim for extra compensation.

INSPECTION: The City of Gallup and/or any duly authorized inspectors shall at all times have the right to inspect and approve the work and materials.

CODE COMPLIANCE: Complete installation must meet Federal, State, and local laws, codes
CODE COMPLIANCE: Complete installation must meet federal, state and local laws, codes and regulations.

CONTRACT PERIOD: The period of the contract will begin on a date fixed on Notice of Award through June 30, 2021, with the option to extend for three (3) each additional one-year terms based on the same terms and conditions through June 30, 2024.

PERMITS AND LICENSES: Contractor shall be licensed in New Mexico for the work required. All other permits or licenses required shall be the responsibility of the contractor and at the contractor's expense.

The contractor agrees that he/she is fully responsible to the owner for the acts and omissions of his/her employees and or persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the owner.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, religion, national origin or ancestry, disability, age, gender, Vietnam era or disabled veteran status, sexual orientation or medical condition or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and ordinances regarding employment practices and A.D.A. requirements.

TAXES: The proposal total shall exclude all applicable taxes, unless otherwise stated. The City will pay any taxes due on the contract based upon billing submitted by the contractor, the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.

FORMS COMPLETION: All forms musts submitted must be typewritten or written in ink.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices. In the case of a discrepancy between written numbers and figures, the amount written in words shall govern.

INFORMATION: If clarification is needed on any part of the RFP, contact Frances Rodriguez; Purchasing Director, P.O. Box 1270, Gallup, NM 87305; 505-863-1334 or 888-920-0611 (fax); frodriguez@gallupnm.gov (e-mail). Questions submitted after August 21, 2020 may not be addressed.

PREFERENCES: The State of New Mexico statutes shall apply. New Mexico grants a Resident Contractor's Preference or a Resident Veteran's Contract Preference to those contractors who have been certified by the State of New Mexico Taxation and Revenue as a Resident Contractor or a Resident Veteran's Contractor at the time of the RFP deadline, Pursuant to 13-4-2. The New Mexico Resident Contractor's Preference or Resident Veteran's Contractor Preference shall be the only preference that applies. Contractors must submit a copy of their New Mexico Resident Contractor's Certificate with their RFP response in order to be considered for the preference as per 13-1-22 (A) NMSA 1978.

Offerors will be entitled to only one preference, either the Resident Contractor's Preference or the Resident Veteran's Contractor Preference. For information on New Mexico Resident Contractor Certification, please call 505-827-0951 or to download applications go to: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

ADDENDA/AMENDMENTS: If any questions or responses required revision to the solicitation as originally published, such revisions will be by formal amendment only to known contractors of record. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written presentation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office or designee for a determination as to whether any representation made requires that an amendment be issued, contact Frances Rodriguez; City of Gallup Purchasing Director; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334; (888) 920-0611 (fax); fr Rodriguez@gallupnm.gov who shall be the sole point of contact for this RFP.

MODIFICATIONS: The City reserves the right to waive minor informalities, irregularities or technicalities or technicalities in the RPF. The City will be the sole entity to determine the acceptance or non-acceptance of any modification or deviation. RFP responses already submitted to the City Purchase Department may be withdrawn or modified prior to the time set for deadline by delivering written or telegraphic notice to the Purchasing department.

AWARD: The award, if made, shall be made to the lowest responsible offeror submitting a responsive proposal that is most advantageous to the City of Gallup and the public it represents. The City has the option to delete or add buildings to the list any time during the contract period.

The City reserves the right to reject any or all offers, to waive minor technicalities or irregularities and to accept the proposal it deems to be in the best interest of the city. Offers may be rejected for among other reasons:

- Offers containing any irregularities
- Unbalanced valued of any items
- Reason for believing collusion exists among the offerors
- The Offeror being interested in any litigation against the City
- The Offeror being in arrears on any existing contract or having defaulted on a previous contract, or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction, or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work award.

PROTESTS: Any Offeror or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Central Purchasing Office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROJECT ERRORS: Offerors will promptly notify the City of Gallup of any ambiguity, inconsistency or error they may discover upon examination for the RFP documents or the site and local conditions.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation in addition; the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

MATERIALS: The Scope of Work, as included in the RFP, the building equipment and locations are intended to indicate the requirements of the City of Gallup and give an accurate description to the best of the City's knowledge. **The Offeror should visit all the buildings in this RFP prior to submitting their proposal in order to familiarize themselves with all the building equipment.** All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted. **All materials used and incorporated into this contract shall be new unless otherwise agreed upon.**

SUBMITTALS: Each offeror will furnish, when requested, printed literature and manufacturer's specification sheets that fully describe the material they propose to furnish the City. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Gallup or their representative.

The City of Gallup also reserves the right to reject the proposal of an offeror who has previously failed to perform properly, including inferior materials, workmanship, or attempts to use substandard equipment, excessive inspection caused to the project to insure good workmanship, or poor construction methods, or failure to complete on time a contract of similar nature, or the proposal of a offeror who is not in a position to perform the work governed by the contract.

The work performed shall comply with all requirements of federal, state or city regulations.

WARRANTY: All labor and work completed by the contractor shall be warranted for a period of **(1) One year.**

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

Mandatory General Conditions or specifications contain the terms "must", "shall", "will", "is required" or "are required".

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

LICENSES: Offerors must submit with their proposal response a copy of their Contractor's License, Licenses for all current employees, EPA Universal Licenses, and Worker's Compensation and Liability Insurance. It is the responsibility of the awarded Contractor to update any and all licenses to the Facility Management and Purchasing Department.

PREFERENCES; A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The State of New Mexico Resident Contractor's or Veteran's Resident Contractor's Offerors or State of New Mexico Resident Veteran's Contractor's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico Resident Contractor's or Veteran's Resident Contractor's Offeror's certification call 505-827-0951 or to download applications, go to: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

You must submit a copy of your NM Resident Contractor's or Veteran's Resident Contractor's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.

F.O.B. POINT: All material and work shall be quoted F.O.B. Gallup, freight prepaid.

PROTESTS: Any Offeror or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY OF GALLUP RESERVES THE RIGHT TO REJECT ANY OR ALL RFP RESPONSES IN WHOLE OR IN PART, TO CANCEL THE RFP, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

2. SUPPLEMENTAL TERMS AND CONDITIONS

BUSINESS LICENSE: Offeror's are advised that they must have or obtain a current City of Gallup business license for the goods or services required under this contract before work commences or a Purchase Order issued.

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

COMPETENCY OF OFFEROR: Offers will be considered only from firms who can provide evidence that they have established type of goods or services described in the RFP documents, and have a minimum of a satisfactory record of performance of **FIVE (5)** years in the HVAC field to insure they can execute the requirements as stated herein. The City may make such investigation it deems necessary to determine the ability of the offeror to perform the work. Any determination as to competency shall be made by appropriate City staff. Any offer which is incomplete, irregular, or accompanied by an insufficient documentation may be rejected.

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 the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

CONTACT: For questions or clarification regarding any aspect of this proposal, submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Department; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334; (888) 920-0611 (fax); fr Rodriguez@gallupnm.gov **who shall be the sole point of contact for this RFP.**

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Offeror name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions must be submitted no later than seven (7) days prior to the date set for opening of proposals. Questions submitted after August 21, 2020 may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Division via fax/email/mail.

ACCESS TO FACILITIES: Offeror's may request to visit the proposed sites. City staff within proposed sites will not be available for site tours; sites visits shall rather be requested no later than August 21, 2020 by through sole point of contact of this solicitation. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible no later than August 21, 2020. Only potential offerors who return this form will receive copies of amendments and correspondence.

APPLICABLE LAW: This proposal and Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

BID DOCUMENTS: Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. Vendors of record are those that are currently on Offerors' list or those vendors that have submitted the Acknowledgement of Receipt form by its due date. If not a vendor of record for the solicitation, or if solicitation copy was downloaded from City of Gallup website, it shall be vendor's responsibility to check website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of proposal as non-responsive. In the case of an inconsistency between information on this site and the written document, the written document shall prevail.

3. NOTICE TO OFFERORS

As of October 5, 2011 applications for Resident New Mexico in-state Offerors will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Offerors requesting consideration for the New Mexico Resident Contractor's Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the proposal deadline date. You must furnish a copy of the Resident Contractor's Certificate with each proposal in order to be considered for the in-state preference.

As of July 1, 2012 a New Mexico Resident Veteran's Contractor's preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor's Preference a copy of the Certificate must be included with each proposal as per Sections 13-1-22 (A) NMSA 1978.

For additional information please call 505-827-0951, or to download applications log on at: WWW.TAX.NEWMEXICO.GOV , or go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

4. SCOPE OF SERVICES

The City of Gallup, New Mexico is soliciting Proposals for the right and privilege of contracting services to provide a preventive maintenance and inspection program along with an as-required unscheduled on-call service repair agreement on the heating and cooling systems (HVAC) and repairs in the Municipal Building (City Hall), Cultural Center (Train Station), Octavia Fellin Library, Children's Library, Fire Stations 1 – 6, Gallup Joint Utilities Building, Police/Municipal Court Building, The Fitness Center, El Morro Theatre, Neighborhood Center, Southside Senior Center, Red Rock Park and Boys and Girls Club among other buildings per facility listing on page 29. List of locations are subject to change however additions and/or deletions shall only be made by Purchasing Director or Facilities Management. NO DEPARTMENT personnel shall authorize changes.

This contract includes labor, equipment and materials on as as-needed or requested basis for the City of Gallup buildings. The City of Gallup has the option to add or delete buildings during the period of the contract. Typically, switching from summer to winter is in May, from winter to summer is October; however, this may fluctuate by the weather pattern. Otherwise preventative maintenance is scheduled July, October, January, April. The hourly rates and overtime/weekend hourly rates as noted on **Page 27** will have a part in the award.

This proposal process will establish hourly rates, and material discount percentages for the City of Gallup. Labor, equipment and materials on an as-needed basis or on-call basis will be accompanied by a Field Purchase Order or a Purchase Order.

All sub-contractors must be licensed and approved by the City of Gallup.

4A. Services to be Offered by Contractor

Preventive Maintenance for Fall and Spring HVAC services include, but are not limited to the repairs and maintenance of all City of Gallup owned buildings listed in this contract, seasonal start-up consists of cleaning, lubricating, changing of pads, filters, belts, testing every component, wash condensers and evaporators, clean condensate lines, inspect and tighten all electrical connections, inspect belts and replace as necessary, replace filters, test gas pressures (heating), check sub-cooling or superheat on refrigerated a/c's, (1 lb. R-22 or R-410A to test each refrigeration unit), De-scalar, oil grease (pads and float on swamp coolers), inspect for refrigerated leaks on caps and lines. Check supply and return registers, evaporator and condenser, drain pan, breaker or disconnect, condenser fan motor, indoor blower motor, indoor fan contactor coils, condenser motor contactor, compressor contactor, components, pulleys and shafts, relays, indoor blower motor, refrigerant testing, cycle and check heat/air for proper operation, clean and lubricate.

Start-up: (Heat to Cool) Evaporative cooler may include but not limited to, inspection of pad grates, blower bearings, water distributor, water line, bleed line, motor pulley or blower pulley, motor amps, pump cooling fan, damper registers in rooms, selector switch or t-stat and replace float. Cooling tower at the Cultural Center (Train Station) maintenance must include inspection of condensers, blower housing and servicing the boiler. The contractor will be responsible for

changing the filters in the heat pumps throughout the Cultural Center quarterly. The heat pump filter will be changed monthly in the restaurant by the contractor.

The mid-season: (January 15) maintenance service shall consist of re-inspecting, everything visually (remove covers on all switches and inspect for possible pitting, shorting) touching, feeling, listening, replacing filters, lubrication, identifying potential failures before they happen.

Fall shut-down: (Cool to Heat) May include, but not limited to washing pads, oil motor, pump and bearings, clean and wash distributor, remove chlorine filter and clean, roll up bleed line, turn off water and remove all water in line, install damper in cooler, remove damper in heater, unplug motor and pump and remove belt and set in cooler.

Testing may require electronic gauges, amp meters, millivolt meters, blowers, volt meters, gas manometers, C.O. detectors for thorough testing, electrical components and wiring, contactors, circuit boards and hot spots, worn pulleys and belts; emergency response, possible design, installation, maintenance, recondition, troubleshooting or repair may be required by the City of Gallup.

Boiler inspections must include but are not limited to checking entire system for corrosion and leaks, clean burners, pilot assembly including orifice, bleed wall unit lines, flame sensor, gas pressure burner assembly blow out units, clean flame sensor, clean and/or blow out motors on pumps, lubricate motor and pumps as needed, clean or blow out inducer motor, inspect exhaust and intake piping for water leaks and blockage, check all flexible tubing whether gas or air for leaks, clean condensate drains, check incoming gas pressure connecting to manifold, expansion tank, temperature and relief valve, thermostats, anticipator settings, t-stats, zone valves, temperature controls, check heat exchanger for cracks, thermocouples, fan and limiting switches, gas pressure or air moisture adjustments, gas leaks and furnace flue. All department wall units must be checked throughout Municipal Building for operability. Heat and/or cooling should be adjusted to the comfort of the staff as much as possible.

In general, the work involved will include, but is not limited to, installation, repairs or modification to heating and air conditioning systems, heat pumps, cooling towers, RTU units, furnaces, boilers, preventative maintenance and inspections, seasonal start-up and shakedown of equipment. Preventive Maintenance will be quarterly (i.e., July, October, January, April), and will be performed the same day each quarter. If the day service is to be performed is on a weekend, then the next business day, Monday, the preventive maintenance must be performed. The only fluctuation would be the change of seasons.

The awarded Contractor will be expected to perform additional required HVAC services from verbal request/Field Purchase Order executed by the Facility Management Department or a Purchase Order executed by the Purchasing Department. The awarded contractor must keep the Facility Manager abreast on all repairs and must notify the Facility Manager if repairs may be in excess of \$5,000, prior to commencement of work.

Bi-annual calibration check of room thermostats and other sensitive controls contained in the equipment/buildings listed provide and change air filters, pad and belts, perform adjustments to fan belts when necessary to prevent possible failure, inspection of all control, dampers, damper linkages, calibration of thermostats, remote read-out panels. Other types of repairs may be required.

The awarded Contractor will provide a CHECKLIST of work done to Facility Management Department on all units serviced quarterly.

The awarded Contractor will provide an inspection sheet to include all, but not limited to the following: contactor information, voltage of unit, amperage draw, refrigeration test pressures, filter size, model number, serial number, unit brand, component voltage, any issues that need to be addressed, overall condition of unit, date and time of service and identify serviceman that was onsite.

The awarded Contractor will provide Facility Management Department an update with any major issues found within the unit **within 24 hours**.

There will not be a charge for travel within the City limits, or a fuel surcharge. There will not be a charge for inspection on an on-call basis for determining the cause of a problem, only if repairs will be made.

Service technicians **must** wear identification uniform of the company they represent. When a technician(s) arrives at stated City of Gallup building, technician(s) **must** have designated Department Head or their designee sign the time of arrival on **service ticket**.

Contractor/ Service technicians will abide by City of Gallup Ordinance S2020-4 as long as ordinance remains in affect due to public health emergency. Any person entering this facility must wear a face covering that fits snugly against the sides of the face and in a manner that covers the entire nose and mouth.

Service tickets must have technicians(s) name(s) and labor classification together with what service was performed. Time of departure **must** also be annotated on service ticket by Department Head or their representative. Times not annotated on service ticket **will not** constitute a charge to the City of Gallup.

THE CITY WILL NOT BE RESPONSIBLE FOR PAYMENT IF REQUIRED INFORMATION IS ABSENT ON SERVICE TICKETS OR INVOICES.

All service tickets for City of Gallup owned buildings under this contract must accompany invoices to the Frances Rodriguez, Purchasing Director, P.O. Box 1270, Gallup, NM 87305.

BUILDING LOCATIONS:

Offerors must be familiar with each City building facility, it's heating and cooling layout, which is to be serviced. City of Gallup may add or delete facilities to be serviced under this proposal. City of Gallup address locations may be found on page 28. Changes shall only be made by Purchasing Director or Facilities Manager.

MANDATORY QUALIFICATIONS

Offerors **must** submit with their proposals the following:

- New Mexico Resident Contractor's Preference Certificate or NM Resident Veteran's Contractor's Certificate in order to be considered

for the preference

- Evidence of Five (5) Years of Experience in HVAC
- MM-3, or MM98 Licenses
- EPA Universal License (Section 608 Clean Air Act)

www.epa.gov/ozone; www.contractor-licensing.com/new-mexico/hvac-license

All offerors shall be a firm regularly engaged in commercial business of providing the type of goods or services described in the bid documents, and have minimum of **five (5)** years previous HVAC experience in providing the goods or services required on this bid. Commercial Journeyman must have a minimum of five (5) years commercial HVAC experience. Apprentice must have a minimum of two (2) years of commercial HVAC experience. Proof of Contractor's or employees' licenses may be requested at any time at the City of Gallup's discretion. It is the responsibility of the contractor to update employee's licenses with Facility Management and the Purchasing Department.

5. INSURANCE

Worker's Compensation: The successful offeror, referred to as the Contractor shall maintain as his/her expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to the City.

Other required coverage: The successful offeror, referred to as the Contractor shall maintain at his/her expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

Coverage Required: The kinds and amounts of insurance required are as follows:

Commercial General Liability Insurance:

a. A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

The City shall be named as additional insured on all policies.

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

b. Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.

c. Worker's Compensation Insurance: Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

d. Increased Limits: During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

6. RESPONSE FORMAT AND ORGANIZATION

a. Number of Responses/Copies

Offerors shall provide one (1) original and three (3) identical copies of their proposal.

b. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics except for material excluded from the page count. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two page maximum)
- Letter of Transmittal
- Resumes
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Contractor's or Resident Veteran's Contractor's Certificate (if applicable)
- Resident Contractor's Business Preference Table (Page 25; if Applicable)
- Current I.R.S. W-9 Form

Copy of Contractor & Employee Licenses

City Business License (if available)

Offeror's Qualification Statement

Proposal Form (Cost) (**Cost Proposals to be submitted in a separate sealed envelope within the same shipping container/envelope as Technical Proposal.**)

1. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. ***A separately tabbed Appendix*** shall be included at the end of offeror's proposal that consists of the materials listed in Subparagraph (B) below (page 21)

A. Submit a Table of Contents with Responses to the following and organized in the same order as follows:

- 1) Offerors should submit a narrative containing a brief history of company, type of organization and organizational structure. Identify principals of and the contact person for the organization
- 2) Related Experience of the firm in the type of services requested with current or previous entities. Provide up to three references and the contact information for the references. Previous HVAC preventive maintenance experience is a requirement.
- 3) Response to scope of work, and ability to provide requested services.
- 4) Resumes for each key staff member including background, current and past relevant experience, education, certifications, licenses
- 5) Response to Mandatory Requirements, Page 17
- 6) Response to Cost Proposal Form **Cost Proposals to be submitted in a separate sealed envelope within the same shipping container/envelope as Technical Proposal.**

B. A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

1. Letter of Transmittal –Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
2. Campaign Contribution Disclosure Form – A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
3. Acknowledgement of Receipt of Amendment forms (if any issued)
4. Copy of current insurance certificate indicating coverage's in the amount indicated in the proposal should be submitted if available. Insurance will be required prior to award, but not to submit a proposal.
5. Copy of New Mexico Resident Contractor's or Resident Veteran's Contractor's Certificate – Offeror **MUST** include a copy of their New Mexico Resident Contractor's or New Mexico Resident Veteran's Contractor's Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.
6. Resident Contractor's Preference Table (Page 25; if Applicable)
7. Current I.R.S. W-9 Form
8. City of Gallup Business License if available. A business license will be required prior to award but is not necessary to submit a proposal
9. Copy of Contractor's & Employee Licenses

10. Offeror's Qualification Statement

**** Cost Proposals to be submitted in a separate sealed envelope within the same shipping container/envelope as Technical Proposal.**

7. PROPOSAL EVALUATION AND CRITERIA

Evaluation:

Offerors submitting proposals may be afforded the opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

Shortlisting - A maximum total of 100 points are possible (105 points with application of City of Gallup or State of New Mexico Resident Business preference, and up to 110 points with Application of the State of New Mexico Resident Veterans Business Preference) in scoring each proposal. The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondents, or both. Interviews will be conducted if:

A majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. The City is under no obligation to conduct interviews with any Offeror.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Evaluation Criteria: The proposal will be evaluated based on the following criteria:

1. Firm History and Experience	20 points
The firm's resources to perform the type of services required, along with references	
2. Scope of Services & Management Plan	25 points
The firm's resources to schedule, perform, and manage the HVAC services to best accommodate the City.	
3. Cost Proposal Form	30 points
The firm's response on hourly wages and percentage Discount. Submit under separate sealed envelope	
4. Personnel Qualification(s)	20 points
Personnel Qualifications of Training, Licenses and years of service in classification	
5. Quality & Completeness of Response	5 points
Total	100 points

Response to Mandatory Requirements: Pass/Fail only.

The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

Application of State of New Mexico Contractor's Resident Business or Resident Contractor's Veterans Business Preference:

1. Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.

- i. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A Resident Contractor's Veteran's business may be awarded up to a (10) ten percent preference of the total possible points.
- ii. The City's RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the Resident Contractor's Veteran's preference applied a maximum of 110 points are possible.

2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both contractor resident and non-resident contractor businesses, the resident contractor's business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Contractor Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Contractor Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:
 Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

Best and Final Offers From Finalists

Shortlist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

8. ORAL PRESENTATION AGENDA

If oral presentations are determined to be necessary, a 60 minute time allotment will be available for each presenting firm – 40 minutes for the presentation and up to twenty minutes for a question and answer period. Offeror's should be prepared to speak to the following issues during the course of their presentation:

Key Personnel and Roles - Evaluation shall be based on personnel qualifications and professional skills of key individuals.

Pertinent Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm.

Grasp of Project Requirements - Evaluation shall be based on firm's approach, analysis and understanding of services required.

At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

9. PROPOSED SCHEDULE

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Activity	Date
Issue RFP	August 7, 2020
Deadline to Submit Questions	August 21, 2020
Proposal Due Date	September 3, 2020
Presentations (if required)	TBD- If Necessary
Recommendation for Award	TBD

10. COST PROPOSAL FORM

(Submit this form within the same shipping container but under separate sealed cover)

The Offeror agrees to perform all the work as described in the Scope of Work, General Conditions for heating and cooling preventative maintenance, and repairs for City of Gallup owned buildings.

	<u>REGULAR Hourly Rate</u>	<u>Overtime/Weekend Hourly Rate</u>
Commercial Journeyman	_____	_____
Apprentice	_____	_____
Other	_____	_____

Note: ½ hour increments will be charged

***Cost Proposal** – Cost evaluation shall be based on the lowest hourly rate for each category above. Regular Hourly Rate shall be weighted 80% and Overtime/Weekend Rate shall be weighted 20% of the total of 30 points assigned. Successive offers will receive a quota of the points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Higher Offer (\$)}} \times 30 \text{ points} = \text{Points Price Evaluation}$$

HVAC Parts and Equipment will be reimbursed at COST Plus 8 % over invoice cost; proof of cost may be requested.

ADDENDA: Offeror acknowledges receipt of the following addenda:

ADDENDUM No. ____ Date _____

ADDENDUM No. ____ Date _____

ADDENDUM No. ____ Date _____

ADDENDUM No. ____ Date _____

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the Offeror and rejection of his/her proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

11. CITY OF GALLUP FACILITIES

- City Hall-110 W. Aztec
- Vehicle Shop-1940 Warehouse Lane
- Water & Welding Shop-1910 Warehouse Lane
- Municipal Warehouse-1900 Warehouse Lane
- Electric Dept Building-1890 Warehouse Lane
- Street & Solid Waste Building-1820 Warehouse Lane
- Street Dept Building-1830 Warehouse Lane
- Construction Building-1802 Warehouse Lane
- El Morro Theatre-207 W. Coal Avenue
- Events Center-210 S. 2nd St
- Cecil Garcia Fitness Center-700 Old Zuni Rd
- Ford Canyon Senior Center (formerly)-908 Buena Vista
- Fox Run Pro Shop-1109 Susan Ave
- Fox Run Maintenance Shop-1109 Susan Ave
- Sports Complex-925 Park Avenue
- Aquatic Center-620 S. Boardman
- Gallup FD Station #1-1800 S. 2nd St
- Gallup FD Station #2-911 W. Lincoln
- Gallup FD Station #3-3700 Churchrock St
- Gallup FD Station #4-707 Rico St
- Gallup FD Station-Aztec & Williams
- Gallup FD Airport Station-Westside of Gallup
- Gallup Veterans Building-204 W. Maloney
- Fire Prevention Building-827 E JM Montoya Blvd
- Gallup Joint Utilities-230 S. 2nd St
- Children's Library-200 W. Aztec
- Octavia Fellin Library-115 W. Hill Ave
- Gallup Airport-2111 E. Hwy 66
- Harold Runnels Athletic Complex-820 E. Wilson
- Larry Brian Mitchell Center-700 JM Montoya Blvd
- North Side Neighborhood Center-607 N. 4th St
- Gallup Detox Center-2205 E Boyd Ave
- Parks & Recreation Building-Maxwell Street
- Red Rock Park-901 Pyramid Trail
- Red Rock Post Office-901 Pyramid Trail
- Rex Museum-300 W. 66 Ave
- PMS Western Health Building-610 N. 5th St
- Gallup Police Station-451 S. Boardman
- Municipal Court-451 S. Boardman
- Gallup Cultural Center-201 E. Hwy 66
- Alpine Lumber (formerly)-104 N. 2nd St
- Building 17 at the WWTP 800 Sweetwater Place

- Police Training Building 2220 Boyd Ave.

CONDITIONS OF THE CONTRACT RFP No. 2020/2021/02/P

CONTRACTOR'S PRE-START REPRESENTATIONS: CONTRACTOR REPRESENTS THAT THEY HAVE FAMILIARIZED THEMSELVES WITH AND ASSUMES FULL RESPONSIBILITY FOR HAVING FAMILIARIZED THEMSELVES WITH THE NATURE AND EXTENT OF THE CONTRACT DOCUMENTS, WORK, LOCALITY, AND WITH ALL LOCAL CONDITIONS AND FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT MAY IN ANY MANNER AFFECT PERFORMANCE OF THE WORK. CONTRACTOR REPRESENTS THAT THEY HAVE CORRELATED THEIR STUDY AND OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HAS VISITED THE SITES FOR VISUAL INSPECTION WHERE WORK IS TO BE PERFORMED.

CONTRACTOR ALSO REPRESENTS THAT THEY HAVE STUDIED ALL SURVEYS AND INVESTIGATION REPORTS OF SUBSURFACE LATENT PHYSICAL CONDITIONS REFERRED TO IN THE SPECIFICATIONS AND MADE SUCH ADDITIONAL SURVEYS AND INVESTIGATIONS AS THEY DEEM NECESSARY FOR THE PERFORMANCE OF THE WORK AT THE CONTRACT PRICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT THEY HAVE CORRELATED THE RESULTS OF ALL SUCH DATA WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

INDEMNIFICATION OF OWNER: THE CONTRACTOR EXPRESSLY BINDS HIMSELF/HERSELF TO DEFEND, INDEMNIFY, AND SAVE HARMLESS THE OWNER, HIS/HER AGENTS AND EMPLOYEES, FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM ON ACCOUNT OF THE CONSTRUCTION OF THIS WORK OR BY REASON OF ANY ACT, OMISSIONS, MALFEASANCE OF THE CONTRACTOR, HIS/HER EMPLOYEES OR AGENTS, OR ANY SUBCONTRACTOR OR HIS/HER AGENTS OR EMPLOYEES. THIS APPLIES EQUALLY TO INJURIES TO THE CONTRACTOR'S EMPLOYEES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LIFE, PROPERTY AND PREMISIS FROM HARM, DAMAGE AND INJURY.

CONTRACTOR EMPLOYEES: **MUST** BE IDENTIFIED BY WEARING COMPANY'S UNIFORM AT ALL TIMES WHEN WORKING ON/IN CITY OF GALLUP'S BUILDINGS.

SECURITY: THE CITY **DOES NOT** ASSUME ANY RESPONSIBILITY, AT ANY TIME, FOR THE PROTECTION OF OR LOSS OF MATERIALS FROM THE TIME THAT CONTRACT OPERATIONS HAVE COMMENCED UNTIL THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER.

CLEANING: THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN OF ALL RUBBISH AND DEBRIS GENERATED BY THE WORK INVOLVED. ALL SURPLUS MATERIAL, RUBBISH, DEBRIS SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CITY WILL NOT BE RESPONSIBLE FOR THEFT OR DAMAGE TO THE CONTRACTORS PROPERTY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO AT ALL TIMES MAINTAIN A SAFE WORKING ENVIRONMENT. ALL POSSIBLE SAFETY HAZARDS TO WORKERS OR THE PUBLIC SHALL BE CORRECTED IMMEDIATELY AND THE PREMISES LEFT IN A SAFE CONDITION AT THE END OF EACH WORK DAY.

PRIOR TO PREPARATION OF FINAL PAY ESTIMATE, THE CONTRACTOR SHALL REMOVE FROM THE SITE OF THE WORK ALL RUBBISH, DEBRIS, UNUSED MATERIAL, TEMPORARY BUILDINGS, EXCESS EARTH OR PAVEMENT RUBBLE AND SHALL LEAVE THE PREMISES IN GOOD ORDER AND CONDITION, SUBJECT TO APPROVAL OF THE OWNER.

PROTECTION OF MATERIAL AND WORK: THE CONTRACTOR SHALL AT ALL TIMES CAREFULLY AND PROPERLY PROTECT ALL MATERIALS, EQUIPMENT AND FACILITIES BOTH BEFORE, DURING AND AFTER USE ON THE JOB, AND ALL WORK PERFORMED BY HIM/HER AND PROVIDE ANY SPECIAL PROTECTION AS NECESSARY FROM WEATHER, THEFT, AND/OR VANDALISM WITHOUT ADDITIONAL COSTS TO THE CITY.

THE CONTRACTOR SHALL PROVIDE ALL TOOLS AND EQUIPMENT CONSIDERED TO BE NORMAL AND CUSTOMARY TO THE TRADE. THE CONTRACTOR SHALL PROVIDE ALL SUPERVISION, LABOR, SERVICE TRUCKS, MATERIALS, TOOLS EQUIPMENT AND APPRENTENANCES NECESSARY FOR THE COMPLETION OF THIS CONTRACT, IN THE MANNER SPECIFIED FOR THE SPECIFIED PRICE AND TO THE SATISFACTION OF THE CITY, WITH THE EXCEPTION OF MATERIALS PRE-PURCHASED BY THE CITY, THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND MATERIALS AS NECESSARY TO COMPELTE EACH PROJECT ASSIGNED UNDER THIS CONTRACT.

THE CITY RESERVES THE RIGHT TO SOLICIT BIDS IF ANY SINGLE PROJECT IS OVER \$20,000.

PROTECTION AND/OR RESTORATION OF PUBLIC OR PRIVATE PROPERTY: THE CONTRACTOR SHALL TAKE EVERY REASONABLE PRECAUTION TO INSURE THAT ALL PUBLIC AND PRIVATE PROPERTY IS PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK. THE CONTRACTOR SHALL RESTORE AT HIS/HER OWN EXPENSE, ANY DAMAGES, EXCEPT AS OTHERWISE PROVIDED FOR IN THIS CONTRACT, FOR WHICH HE/SHE IS DIRECTLY OR INDIRECTLY RESPONSIBLE, TO A CONDITION EQUAL TO THAT EXISTING BEFORE THE DAMAGE. IF HE FAILS OR REFUSES TO DO SO UPON NOTICE, THE CITY MAY CAUSE SUCH RESTORATION AND DEDUCT THE EXPENSE THEREFORE FROM THE MONIES DUE, OR WHICH MAY BECOME DUE, TO THE CONTRACTOR.

EQUIPMENT AND MATERIALS SHIPPED TO MANUFACTURER OR TESTING FACILITY ARE TO BE EXCLUDED FROM THIS PROVISION, IF ITEM(S) IS DECLARED BY SUCH AUTHORITY TO NOT BE ABLE TO BE REPAIRED TO MANUFACTURER'S SPECIFICATIONS, NOR CERTIFIABLE, CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM MANUFACTURER OR TESTING FACILITY AND PROVIDE TO THE CITY.

HOURS OF SERVICE: HOURS OF SERVICE IS FROM 8 A.M. UNTIL 5 P.M., MONDAY THROUGH FRIDAY, UNLESS WHERE WORK IS TO BE PERFORMED HAS A DIFFERENT HOUR OF OPERATION AND IS APPROVED BY FACILITY MANGEMENT AND CITY DEPARTMENT HEAD. OVERTIME/WEEKEND HOURS WILL BE IN AFFECT OTHER THAN STATED. RESPONSE FOR HOURS OF ON-CALL SERVICE IS **ONE (1) HOUR** TO LOCATION. EMERGENCY RESPONSE TO LOCATION IS **30 MINUTES**.

CHANGED WORK: ADDITIONAL WORK PERFORMED WITHOUT AUTHORIZATION OF A WRITTEN AND EXECUTED CHANGE ORDER **WILL NOT** ENTITLE CONTRACTOR TO AN INCREASE OF CONTRACT PRICE OR AN EXTENSION OF CONTRACT TIME.

IF DURING THE COURSE OF WORK THE CONTRACTOR ENCOUNTERS UNFORESEEN CONDITIONS WHICH IMPACT THE WORK AND WHICH WOULD NOT INITIALLY BE EVALUATED, THE CONTRACTOR SHALL NOT PROCEED WITHOUT AUTHORIZATION FROM THE CITY'S FACILITY MANAGER OR PURCHASING DIRECTOR.

CHANGE IN CONTRACT TIME: TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK; THEREFORE, IN THE EVENT THE CONTRACTOR DOES NOT RESPOND WITHIN **ONE (1) HOUR** OF AN ON CALL BASIS/WORK REQUEST (FIELD PURCHASE ORDER (FPO'S) ASSIGNMENT FOR REPAIRS GIVEN TO THE CONTRACTOR BY THE FACILITY MANAGER OR END USER/DEPARTMENT, THE CITY MAY, AT ITS OPTION HAVE THE WORK COMPLETED BY ANOTHER COMPANY. REPEATED FAILURES BY THE CONTRACTOR TO RESPOND MAY RESULT IN CANCELLATION OF THE CONTRACT.

ROUTINE INSTALLATION AND REPAIR SERVICES WILL OCCUR DURING NORMAL WEEKDAY BUSINESS HOURS. THE CONTRACTOR SHALL BE AVAILABLE TWENTY-FOUR (24) HOURS FOR EMERGENCY WORK AND SHALL FURNISH THE NAMES (S) AND EMERGENCY TELEPHONE NUMBER(S) OF THE CONTRACTOR'S REPRESENTATIVES(S) TO BE CONTACTED DURING OTHER THAN NORMAL WORKING HORUS. MAXIMUM ALLOWABLE RESPONSE TIME FOR EMERGENCY SERVICES IS **30 MINUTES** AFTER RECEIPT OF CALL FROM CITY OF GALLUP DESIGNEE.

HOURS OF SERVICE IS FROM 8 A.M. UNTIL 5 P.M., MONDAY THROUGH FRIDAY, UNLESS WHERE WORK IS TO BE PERFORMED HAS A DIFFERENT HOUR OF OPERATION AND IS APPROVED BY FACILITYMANGEMENT AND CITY DEPARTMENT HEAD. OVERTIME/WEEKEND HOURS WILL BE IN AFFECT OTHER THAN STATED.

IF QUARTERLY PREVENTATIVE MAINTENANCE IS NOT PERFORMED AS STATED AT DESIGNATED CITY LOCATIONS, THE CITY MAY, AT ITS OPTION HAVE THE WORK COMPLETED BY ANOTHER COMPANY. REPEATED FAILURES BY THE CONTRACTOR TO RESPOND MAY RESULT IN CANCELLATION OF THE CONTRACT.

OWNER'S RIGHT TO DO WORK: IF THE CONTRACTOR SHOULD NEGLECT TO PERFORM THE WORK PROPERLY OR FAIL TO PERFORM ANY PROVISION OF THIS CONTRACT, THE OWNER MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY, MAKE GOOD SUCH DEFICIENCIES AND DEDUCT THE COST THEREOF FROM THE PAYMENT THEN OR THEREAFTER DUE THE CONTRACTOR.

INVOICES: ALL INVOICES **MUST** LEGIBLY INCLUDE THE FOLLOWING INCLUDING ORIGINAL SERVICE TICKET: **DEPARTMENT LOCATION OF WORK, FULL DESCRIPTION OF WORK PERFORMED, NAME OF TECHNICIAN(S) WHO PERFORMED THE WORK, DATE AND TIME THE WORK STARTED AND COMPLETED, TOTAL HOURS AND LABOR RATE ITEMIZED LIST OF MATERIALS USED TO COMPLETE THE WORK, RENTAL EQUIPMENT CHARGE AND CITY'S PURCHASE ORDER NUMBER OR FIELD PURCHASE ORDER NUMBER. UNIT PRICES SHALL BE LISTED, MATERIAL AND EQUIPMENT INVOICES SHALL BE ATTACHED. THE CITY WILL NOT BE RESPONSIBLE FOR PAYMENT IF REQUIRED INFORMATION IS ABSENT ON INVOICES OR SERVICE TICKETS.**

THERE WILL NOT BE A SERVICE CALL OR FUEL SURCHARGE. WORK MUST BE CONTINUOUS WITH NO ALLOCATION FOR PAYMENT GOING BACK AND FORTH TO CONTRACTOR BUSINESS OR LUNCH/BREAKS.

PAYMENTS: ON OR ABOUT THE FIRST DAY OF EACH MONTH, THE CONTRACTOR WILL MAKE AN APPROXIMATE ESTIMATE OF THE VALUE OF WORK DONE AND UNUSED MATERIALS DELIVERED AND STORED ON THE SITE OF THE WORK DURING THE PREVIOUS CALENDAR MONTH. AFTER EACH SUCH ESTIMATE HAS BEEN APPROVED BY THE OWNER, THE OWNER SHALL PAY TO THE CONTRACTOR ONE HUNDRED (100%) PERCENT OF THE AMOUNT OF THE WORK COMPLETED LESS PREVIOUS PARTIAL PAYMENTS. PAYMENTS TO THE CONTRACTOR WILL BE MADE WITHIN 21 DAYS OF RECEIPT OF UNDISPUTED AMOUNT OF ANY PAY REQUEST BASED ON WORK COMPLETED.

PAYMENT WITHHELD FROM CONTRACTOR: THE OWNER MAY WITHHOLD OR NULLIFY THE WHOLE OR A PART OF ANY CERTIFICATE, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, TO SUCH EXTENT ANY MAY BE NECESSARY TO PROTECT HIMSELF/HERSELF FROM LOSS ON ACCOUNT OF:

- A. DEFECTIVE WORK NOT REMEDIED.
- B. CLAIMS FILED OR REASONABLE EVIDENCE INDICATING PROBABLE FILING OF CLAIMS.
- C. FAILURE OF THE CONTRACTOR TO MAKE PAYMENTS PROPERLY TO SUBCONTRACTORS OR FOR MATERIAL OR LABOR.
- D. A REASONABLE DOUBT THAT THE CONTRACT CAN BE COMPLETED FOR THE UNPAID PORTION OF THE CONTRACT AMOUNT.
- E. DAMAGE TO ANOTHER CONTRACTOR.
- F. ANY OTHER VIOLATION OF OR FAILURE TO COMPLY WITH THE PROVISIONS OF THIS CONTRACT.

WHEN THE ABOVE GROUNDS ARE REMOVED, PAYMENT SHALL BE MADE FOR AMOUNTS WITHHELD BECAUSE OF THEM.

OWNER'S RIGHT TO TERMINATE CONTRACT: IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS CONTRACT ARE VIOLATED BY THE CONTRACTOR, OR BY ANY OF HIS/HER SUBCONTRACTORS, THE OWNER MAY SERVE WRITTEN NOTICE UPON THE CONTRACTOR AND THE SURETY OF HIS INTENTION TO TERMINATE THE CONTRACT.

SUCH NOTICES ARE TO CONTAIN THE REASONS FOR INTENTION TO TERMINATE THE CONTRACT AND UNLESS WITHIN THE TIME SPECIFIED IN THE SERVING OF SUCH NOTICE UPON THE CONTRACTOR, SUCH VIOLATION OR DELAY SHALL CEASE AND SATISFACTORY ARRANGEMENT OF CORRECTION BE MADE, THE CONTRACT SHALL, UPON THE EXPIRATION OF SAID TIME PERIOD, CEASE AND TERMINATE. THE OWNER MAY TAKE OVER THE WORK AND PROSECUTE THE SAME TO COMPLETION BY CONTRACT OR BY FORCE ACCOUNT FOR THE ACCOUNT AND AT THE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR AND HIS/HER SURETY SHALL BE LIABLE TO THE OWNER FOR ANY EXCESS COST OCCASIONED THE OWNER THEREBY, AND IN SUCH EVENT THE OWNER MAY TAKE POSSESSION OF AND UTILIZE IN COMPLETING THE WORK SUCH MATERIALS, APPLIANCES AND PLANT AS MAY BE ON THE SITE OF THE WORK AND NECESSARY THEREFORE.

TERMINATION FOR CONVENIENCE: OWNER MAY, FOR CONVENIENCE AND WITHOUT CAUSE AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY, ELECT TO ABANDON THE PROJECT IN WHOLE OR IN PART AND TERMINATE THE AGREEMENT IN THE TIME SPECIFIED IN THE WRITTEN NOTICE. UPON RECEIPT OF WRITTEN NOTICE, CONTRACTOR SHALL INCUR NO FURTHER OBLIGATIONS IN CONNECTION WITH THE TERMINATED WORK AND, ON THE DATE SET IN THE NOTICE OF TERMINATION; CONTRACTOR SHALL STOP WORK TO THE EXTENT SPECIFIED. CONTRACTOR ALSO SHALL TERMINATE OUTSTANDING ORDERS AND SUBCONTRACTS AS THEY RELATE TO THE TERMINATED WORK. ALL FINISHED OR UNFINISHED DOCUMENTS, DATA, STUDIES, RESEARCH, SURVEYS, DRAWINGS, MAPS, MODELS, PHOTOGRAPHS, AND REPORTS OR OTHER MATERIALS PREPARED BY CONTRACTOR UNDER THIS CONTRACT SHALL, AT THE OPTION OF THE CITY, BE DELIVERED BY CONTRACTOR TO THE CITY AND SHALL BECOME THE CITY'S PROPERTY. IN SUCH CASE, CONTRACTOR SHALL BE PAID FOR ALL WORK EXECUTED AND ANY REASONABLE EXPENSE SUSTAINED. EXERCISE BY THE CITY OF THIS TERMINATION FOR CONVENIENCE PROVISION SHALL NOT BE DEEMED A BREACH OF CONTRACT BY THE CITY.

SPECIFICATIONS AND DOCUMENTS: THE BID DOCUMENTS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ALL AMENDMENTS OR ADDENDA TO THE BID DOCUMENTS, SPECIFICATIONS AND CONTRACT DOCUMENTS, IF ANY, ARE ESSENTIAL PARTS OF THE CONTRACT, AND A REQUIREMENT OCCURRING IN ONE IS JUST AS BINDING AS THOUGH OCCURRING IN ALL. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THESE DOCUMENTS. IF THE CONTRACTOR DISCOVERS AN APPARENT ERROR OR DISCREPANCY, HE/SHE SHALL IMMEDIATELY CONTACT THE OWNER FOR ITS INTERPRETATION AND DECISION, AND SUCH DECISION SHALL BE FINAL.

SUBCONTRACTORS: CONTRACTOR SHALL NOT EMPLOY ANY SUBCONTRACTOR OR OTHER PERSON OR ORGANIZATION (INCLUDING THOSE WHO ARE TO FURNISH THE PRINCIPAL ITEMS OF MATERIALS OR EQUIPMENT), WHETHER INITIALLY OR AS A SUBSTITUTE, AGAINST WHOM OWNER MAY HAVE REASONABLE OBJECTION.

A SUBCONTRACTOR OR OTHER PERSON OR ORGANIZATION IDENTIFIED IN WRITING TO OWNER BY CONTRACTOR PRIOR TO THE NOTICE OF AWARD AND NOT OBJECTED TO IN WRITING BY OWNER PRIOR TO THE NOTICE OF AWARD WILL BE DEEMED ACCEPTABLE TO OWNER. ACCEPTANCE OF ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION BY OWNER SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHT OF OWNER TO REJECT DEFECTIVE WORK OR WORK NOT IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. IF OWNER, AFTER DUE INVESTIGATION, HAS REASONABLE OBJECTION TO ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION PROPOSED BY CONTRACTOR AFTER THE NOTICE OF AWARD, CONTRACTOR SHALL SUBMIT AN ACCEPTABLE SUBSTITUTE AND THE CONTRACT PRICE SHALL BE INCREASED OR DECREASED BY THE DIFFERENCE IN COST OCCASIONED BY SUCH SUBSTITUTION AND AN APPROPRIATE CHANGE ORDER SHALL BE ISSUED. CONTRACTOR SHALL NOT BE REQUIRED TO EMPLOY ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION AGAINST WHOM HE HAS REASONABLE OBJECTION. CONTRACTOR SHALL NOT WITHOUT THE CONSENT OF OWNER MAKE ANY SUBSTITUTION FOR ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION WHO HAS BEEN ACCEPTED BY OWNER.

GOVERNING LAW: THE BID, TERMS AND CONDITONS, AND THE CONTRACT DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO, AND IN ACCORDANCE WITH 57-28A-1 NMSA

12. OFFERORS QUALIFICATION STATEMENT
(ATTACH ADDITIONAL PAGES AS NECESSARY)

PROJECT TITLE: HVAC Preventative Maintenance and On-Call Services
SUBMITTED BY: _____
(Print or Type Name of Offeror)
ADDRESS: _____

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter:

1. How many years has your organization been in business under its present name?

2. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
3. If individual or partnership, answer the following:
 - a. Date of Organization: _____
4. If other than corporation or partnership, describe organization and name principals:
5. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project:
6. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project.
7. List projects, contract amount, percent complete and scheduled completion of the construction projects your organization has in process on this date:

a. List the projects competed by your firm within the past 3 years, with the final cost of the project, and project contact information:

b. List your construction experience in projects similar to this project:

8. List name and construction experience of the principals in your organization, including officers:

9. List the states and categories of construction in which you organization is legally qualified to do business:

10. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference:

a. A surety: _____

b. A bank: _____
CREDIT AVAILABLE: \$ _____

c. A major material supplier: _____

Dated this _____ day of _____ 20____

Offeror: _____
(Print or Type Name of Offeror)

By: _____

Title: _____

Seal of Corporation

13. LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The Offeror further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc.)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE

FAX

ADDRESS

CITY, STATE, ZIP CODE

E-MAIL

RETURN LETTER OF TRANSMITTAL FORM WITH YOUR PROPOSAL

14. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 City of Gallup or the State of New Mexico 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.

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, which 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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.

NAME(S) OF APPLICABLE PUBLIC OFFICIAL(S): Mayor Louie Bonaguidi; Councilors Linda Garcia, Michael Schaaf, Yogash Kumar, Fran Palochak.

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) _____ RF

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)

RETURN CAMPAIGN CONTRIBUTION FORM WITH YOUR PROPOSAL (2 Pages)