

CURRY COUNTY

REQUEST FOR PROPOSALS HEATING/ AIR CONDITIONING SERVICES

Request for Proposal No. 2012/13 – 01

**Sealed Proposals Submitted to:
Curry County Administration Office
Curry County Courthouse
700 N. Main Street, Suite 10
Clovis, NM 88101
Attn: Purchasing Department**

**Date Proposals Submitted by:
Wednesday, December 12, 2012
Time: 2:00 p.m.**

**Proposals must be submitted in a sealed
envelope that is clearly marked**

“RFP No. 2012/13-01 – Do Not Open”

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The Board of Commissioners of Curry County, State of New Mexico, is requesting competitive sealed proposals from qualified companies to provide heating and air conditioning services for the County. Five (5) copies of the proposals should be submitted no later than **Wednesday, December 12, 2012 at 2:00 p.m.** at the Curry County Administration Office located at 700 N. Main Street, Suite 10, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Review Committee. A recommendation will then be made to the Curry County Commission for award to the firm whose proposal is determined to be the most advantageous to the County, based on the specific evaluation criteria. It is possible that the Curry County Commission will request an oral presentation of your proposal.

A. CONTRACT PERIOD AND RENEWAL OPTIONS

The term of the contract will be from December 18, 2012 through December 17, 2013. At the end of that time, and for a period of three years until December 17, 2016, the County shall have the yearly option of renewing the existing contract, by mutual agreement, with approval by the Board of Commissioners, or requesting new proposals for services. A breach of any terms of the contract shall be grounds for immediate termination of the contract. Either party may terminate the contract for any reason upon written notice to the other party, made at least thirty days in advance of the termination date.

B. SCOPE OF WORK

The contractor must be able to provide services under the following conditions:

- The contractor must have a State of New Mexico Mechanical Contractor's license – MM98.
- The heating and air conditioning services shall comply with all applicable codes.
- All materials at the job site shall be cleaned up at the end of each day and the job site shall be left with a neat appearance.
- The contractor must be available to perform requested work at all times of the day and night.
- The contractor will have a maximum 2-hour response time to emergency call outs.
- The contractor will furnish reports of materials, equipment and labor used to complete each project.

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- Work will include repairing and installing air conditioners, gas heaters, electronic and pneumatic controls, kitchen equipment and ice machines.
- Replacement parts/equipment must perform at a level equal to the original parts/equipment. The associated warranty on the new parts must be assigned to the County.
- The contractor must provide an estimate of man hours and materials on major projects before proceeding with work. **NO WORK SHALL BEGIN WITHOUT A PURCHASE ORDER NUMBER.** The County is not liable for payment for work done without a purchase order.
- All problems which arise from faulty workmanship or materials provided by the contractor must be corrected at no expense to the County.
- Invoices must list time and materials, and the hourly fees used must be the same as those submitted with this proposal. The contractor must bill the County within ten (10) work days after the completion of work.
- The contractor will be responsible for corrodoring off the work area to keep the public out of as well as aware of the worksite. Contractor will also ensure that the worksite does not interfere or prevent access for the public to county buildings, and in the event it does, contractor will arrange with County Management for notification to the public of alternate access.
- The contractor will be responsible for obtaining any and all permits that may be necessary.

C. INSURANCE

The successful contractor shall provide a certificate of insurance to the County to prove that the contractor has liability coverage for not less than One Hundred Thousand Dollars (\$100,000) for property damage, Five Hundred Thousand (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence. The contractor must also provide proof of Workers Compensation insurance or proof that the contractor is otherwise fully complying with the Workers Compensation laws of the State of New Mexico.

D. SAFETY REQUIREMENTS

It shall be the contractor's responsibility to provide for the safety of its workers and the public in compliance with the requirements of insurance and public and safety health standards.

The contractor agrees to protect, defend, indemnify and hold the County and its employees, agents and officers free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character, including but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the County, death or damages to property and all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract. This provision is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the contractor's performance.

E. CONTRACT

The anticipated term of this contract will be from December 18, 2012 to December 17, 2013. At the end of that time and for a period of three years until December 17, 2016, Curry County shall have the yearly option to renew the existing contract or to request new proposals for services. The rates shall be negotiated for each additional year of the contract.

All prices, costs and conditions submitted in response to this Request for Proposal shall remain fixed and valid after the closing date for proposal submission and throughout the first year. A contract will be signed by the successful contractor and the County, and no expenditure toward the contract will be incurred prior to the date that such contract has been executed by the successful contractor and Curry County. The County reserves the right to inspect work performed at any time. The contractor will be available to answer any questions at the request of the County.

F. PROPOSAL CONTENT

The proposal shall include, but not be limited to, the following information:

1. The qualifications of all personnel who will be performing work for the County and the number of personnel currently employed by the contractor.
2. Past experience in providing the described services to similar entities and/or the County.
3. Availability of the contractor to provide services 24 hours per day.
4. Rates for services and prices for materials (submitted on Quotation Sheet).

G. EVALUATION OF PROPOSALS

The factors mentioned above will be evaluated by a committee. Each proposal may be awarded points up to the amount listed below.

- | | |
|---|-------------|
| 1. Qualification and number of personnel | (30 points) |
| 2. Past experience | (30 points) |
| 3. Availability of contractor to perform services | (20 points) |
| 4. Rates for services and materials | (20 points) |

H. PROPOSAL DEADLINE

The proposals will be opened publicly at **2:00 p.m. on Wednesday, December 12, 2012**. The proposals will be evaluated by a selection committee which may conduct interviews with any or all firms. A recommendation will then be submitted to the Curry County Board of Commissioners for award of the contract.

I. NOTICE

The Procurement Code, 13-1-21 through 13-1-199, NMSA 1978, 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.

J. QUESTIONS

Questions concerning this Request for Proposal should be directed to Edd McCorkle, Maintenance Supervisor at (575)763-6016, or Lee Ann Hutchins, Finance Director/Purchasing Officer at (575)763-6016.

QUOTATION SHEET

SERVICES (8:00 a.m. to 5:00 p.m.):

- 1. Licensed journeyman \$ _____ per hour
- 2. Apprentice \$ _____ per hour
- 3. Laborer \$ _____ per hour

EMERGENCY CALL OUT (5:00 p.m. to 8:00 a.m.):

- 1. Licensed journeyman \$ _____ per hour
- 2. Apprentice \$ _____ per hour
- 3. Laborer \$ _____ per hour

MATERIALS (DISCOUNT OFFERED FROM RETAIL):

- 1. General materials – not on hand at job site _____ %
- 2. On hand materials _____ %
- 3. Special order materials _____ %
- 4. Permits _____ %

(NOTE: Do not include gross receipts tax in the prices quoted above.)

Signed _____

Printed/typewritten name _____

Title _____ New Mexico Bidder's Preference Number _____

Firm _____

Address _____

Phone _____ Fax _____

Date _____