

# **CURRY COUNTY**

## **REQUEST FOR PROPOSALS**

### **Asbestos and Lead-Based Paint Remediation Services at 417 Gidding in Clovis, NM**

#### **Request for Proposal No. 2011/12 – 06**

**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, February 22, 2012  
Time: 10:00 a.m.**

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

**“RFP No. 2011/12-06 – 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 asbestos remediation services for the property located at 417 Gidding in Clovis, New Mexico for the County of Curry. Five (5) copies of the proposals should be submitted no later than **Wednesday, February 22, 2012 at 10:00 a.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 for the duration of the time it takes to complete the project, not to exceed one year from the date of execution. 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 valid State of New Mexico GB-98 and GS-29 licenses.
- The contractor must be trained in the provisions of the Asbestos NESHAP (40 CFR 61, subpart M) and an individual possessing such training will be on site during the demolition, renovation and/or remediation. Evidence of the required training will be made available for inspection during normal business hours.
- The contractor will file the Asbestos NESHAP Notification form with the New Mexico Environment Department per State regulations, in a timely manner.
- The asbestos remediation services shall comply with all applicable State of New Mexico and Federal laws and regulations.
- The contractor must test for potential asbestos materials and lead-based paint in the subject property, located at 417 Gidding in Clovis, New Mexico in accordance with the Environmental Protection Agency's (EPA) interpretations and guidelines of the Asbestos Hazard Emergency Response Act (AHERA) and other applicable State and Federal regulations. In addition, the contractor must file all applicable Federal and State reports and provide the same to Curry County.

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- The contractor must build the appropriate containment area(s), with negative air machine ducts to the exterior in order to conform to the applicable standards.
- Set up signage, as required by NESHAP prior to any abatement.
- The contractor must give ten (10) days notice to EPA/NESHAP, as required by law.
- Must run the negative air machines 24/7, while maintaining a negative 1% at all times in the work area, until the completion of the asbestos removal.
- Remove all of the material containing greater than one percent (>1%) Chrysotile and lead-based paint "hazardous materials". Once the hazardous materials are removed, an Industrial Hygienist will take air samples, analyze and issue a full report to the Facilities Operations Director on the TEM air sampling.
- The contractor will be responsible for furnishing the tools and equipment that are necessary for the job and that are required by the State of New Mexico and in accordance with OSHA job requirement standards, including but not limited to fitted half-face air purifying respirators, hard hats, safety glasses, protective foot ware, other protective disposable clothing, respirator filters and upgraded respiratory protection.
- 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 will furnish reports of materials, equipment and labor used to complete the project.
- Replacement parts/equipment must perform at a level equal to the original parts/equipment.
- The contractor must provide an estimate of man hours and materials that will be used on the project. **NO WORK SHALL BEGIN WITHOUT A NOTICE TO PROCEED.**
- 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 fees billed to the County must be the same as those submitted with this proposal.

**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**

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 term of the agreement. 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 contractor will not commence with the work until the County has issued the Notice to Proceed.

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 Facilities Operations Director.

#### **F. PROPOSAL EVALUATION CRITERIA**

**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.
  3. Availability of the contractor to provide services.
  4. Rates for services and prices for materials (submitted on Quotation Sheet).

### **G. EVALUATION OF PROPOSALS (POINT VALUES)**

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

- |   |             |
|---|-------------|
| 1. Qualifications and technical expertise         | (30 points) |
| 2. Past record of performance                     | (30 points) |
| 3. Availability of contractor to perform services | (20 points) |
| 4. Cost for service                               | (20 points) |

### **H. PROPOSAL DEADLINE**

The proposals will be opened publicly at **10:00 a.m. on Wednesday, February 22, 2012** in the Curry County Court House, 700 N. Main Street, Suite 10, Clovis, NM 88101. All proposals must be clearly marked with **“RFP No. 2011/12-06”**.

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. NEW MEXICO PREFERENCE**

Pursuant to Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended), a resident business shall be awarded the equivalent of five (5) percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident business means a business that has a valid business certificate issued by the New Mexico Taxation & Revenue Department pursuant to Section 13-1-22 NMSA 1978. **To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the New Mexico Taxation & Revenue Department.**

## **K. VARIATIONS**

Any variations from, or exceptions to, the conditions and specifications of the Request for Proposal (RFP) shall be listed on a separate sheet(s) labeled "Exception(s) to RFP Conditions", and shall be attached to the proposal.

## **L. CANCELLATION OR REJECTION**

This RFP may be cancelled at any time and the County reserves the right to reject any and/or all proposals in whole or in part, to waive irregularities and technicalities, and to request resubmission. The County reserves the right to award the contract to the responsible proposer submitting a responsive proposal that is deemed to be the most advantageous and in the best interest of the County.

## **M. ILLEGAL ACTIVITIES**

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, as amended 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.

## **N. MANDATORY WALK-THROUGH**

**A mandatory pre-proposal walk-through of the property, located at 417 Gidding in Clovis, New Mexico, is required for all firms that plan to submit a proposal.** The pre-proposal walk-through may be scheduled at a mutually acceptable time for the vendor and either Lee Delk, Facilities Operations Director or Edd McCorkle, Maintenance Supervisor. Contact information for Mr. Delk or Mr. McCorkle is (575)763-6016, ext. 116.

## **O. PROPOSAL CONTENT**

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

1. **Letter of Transmittal**, which includes the following
  - a. Name, address, telephone number, fax number and email address of the business and contact person.
  - b. Authorized signature and title of proposer and/or contact person.
  - c. Date of proposal.
  - d. Statement that the proposer has the ability to provide the services and/or products that are requested and will comply the terms and conditions set forth in this RFP or is requesting changes to certain terms and conditions, if awarded the contract.
2. **Introduction and background** – The proposal shall provide an overview of the current and past product delivery and service experience that is comparable to the Scope of Services that is required in this RFP. It shall also include the years of experience providing such services for similar institutions of comparable size

and complexity. The proposal shall demonstrate the firm's ability to act in this capacity for the County in a timely, effective and efficient manner.

3. **References** – The proposal shall include a list of at least three (3) client references. It shall include their names, addresses, contact persons and telephone numbers of the clients for which these services have been rendered either currently or in the past.
4. **Response to Scope of Work** – The proposal shall provide an in-depth response to the requested Scope of Work, as described in the RFP, with an itemized description of the services to be offered and an indication of capabilities to provide these products and services.
5. **Availability to Perform Service** – The proposal shall include the proposer's availability to perform the Scope of Work, including estimated commencement and completion dates.
6. **Qualifications of key personnel** – The proposal shall include the background, training, qualifications, education and years of experience of the key personnel that will be involved in the delivery of the services to the County. If they have any special skills or strengths, then include such items in the proposal. All of the above information, in this paragraph, must be included for any subcontractor that the proposer has indicated to be delivering part of the Scope of Work.
7. **Cost** – A cost proposal shall be included in the response to this RFP. Please include the proposed cost for the services requested in this RFP on the Quotation Sheet that is included herein.
8. **Number of copies** – The proposer must submit five (5) copies of the proposal.
9. **Length of proposal** – The proposal must not exceed fifteen (15) pages. Any cover sheets and the Letter of Transmittal are not included in the total number of pages.

#### **P. CONFIDENTIALITY**

The contents of the proposals will be kept confidential until the Board of County Commissioners awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material that is clearly designated to be proprietary or confidential.

#### **Q. PROPOSAL CONTENTS IN CONTRACT**

The contents of the proposal will be incorporated into and may become part of the contract. Proposers shall submit a proposal that includes a complete set of terms and conditions that they expect to be included in a contract that may be negotiated with the County.

#### **R. QUESTIONS**

Questions concerning this Request for Proposal (RFP) should be directed to Mark E. Lansford, Finance Director/Purchasing Officer at (575)763-3281. Questions regarding the project and/or the Scope of Work should be directed to Lee Delk, Facilities Operations Director at (575)763-6016, Ext. 116.

**EVALUATION CRITERIA**

At a minimum, the proposals shall address each of the following criteria and the other matters that were described in the PROPOSAL CONTENT of the RFP. Each proposal may be awarded points up to the numeric value that is listed below.

<b>Criteria</b>	<b>Maximum Points</b>
<p><b>Qualifications and Technical Expertise</b></p> <p>Provide details of your firm’s pertinent experience. Provide experience with similar governmental or other entities. Provide qualifications and resumes of key personnel.</p>	<b>30</b>
<p><b>Past Record of Performance</b></p> <p>Provide prior performance history of firm, demonstrating expertise, the ability to provide the requested services, the control of costs, the ability to meet schedules and the responsiveness to clients. Include at least three (3) references.</p>	<b>30</b>
<p><b>Availability to Perform Services</b></p> <p>Include the firm’s availability to perform the services described in the Scope of Work, including estimated commencement and completion dates.</p>	<b>20</b>
<p><b>Cost of Services</b></p> <p>Proposal shall include a cost proposal that includes the cost of providing the services described in the Scope of Work. The costs must be included in the Quotation Sheet that is included in the RFP.</p>	<b>20</b>
<b>Total Point Values</b>	<b>100</b>

**NOTE:** Failure to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive. For ease of evaluation, proposals should be formatted in the order as listed above.

## QUOTATION SHEET

Description	Amount
Remediation of asbestos and lead-based paint at 417 Gidding property in Clovis, NM	
Gross Receipts Tax	
Total Cost	

Signed \_\_\_\_\_

Printed/typewritten name \_\_\_\_\_

Title \_\_\_\_\_ New Mexico Bidder's Preference Number \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Email address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date \_\_\_\_\_

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature and Purpose of Contribution(s): \_\_\_\_\_

\_\_\_\_\_  
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)