

**Town of Silver City
Request for Proposals**

**RFP 13/14-2P
Municipality Fueling Station
Addendum #2**

Submission of Proposal Date and Time:

May 28, 2014 @ 10:00am

Approval:

Alex C. Brown, Finance Director/Town Manager

Leann Misque, Purchasing Agent

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

RFP 13/14-2P
Municipality Fueling Station
Addendum #2
May 22, 2014

The following provide clarification, change or addition to the information contained in RFP #13/14-2P issued April 23, 2014:

1. Page 14; Proposal Organization, Section e. Cost Sheet did not include Engineering. Cost sheet listed labor. Labor should be included with each work item.
2. Submission date has been changed from May 23, 2014 @ 11:00am to May 28, 2014 @ 11:00am.

*All other specifications will remain the same.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Town of Silver City is requesting proposal for a Municipality Fueling Facility.

B. SUMMARY SCOPE OF WORK

The Town of Silver City is considering a fueling station for all municipal vehicles and possibly other region entities. The station located at 1106 N. Pope St. in Silver City, NM is currently out of compliance with state NMED guidelines. The station currently had two underground tanks, one split 12,000 gallon tank and one 15,000 gallon tank. Tanks will need to supply two fuel grades; Unleaded and Diesel. The contractor will be expected to supply the station with a secure system capable of fueling multiple entities with tracking capabilities for billing purposes. Typical services shall include, but not be limited to:

1. Must be in complete compliance with all state NMED guidelines.
2. System must be sized to fuel a minimum of 100 municipal vehicles and 100 vehicles from other region entities.
3. System should be guaranteed for a minimum of 10 years.
4. Average fuel usage for the past year was; 36,681 unleaded gallons, 11,299 premium gallons and 28,147 diesel gallons.
*Note: 12,000 gallon split tank will be all unleaded, no premium.
5. System shall have a card reader, chip reader or similar, with software to track fueling of each vehicle linked to their department account. Ease of use is a plus.
6. System shall be designed to prevent damage or unauthorized use.
7. Contractor shall specify what appropriate materials will be used for the job.
8. Finished concrete must be one gradual elevated surface over tank area
9. Ensure all rules required by NMED are adhered to.
10. Cost must include disposal of all removed or replaced infrastructure.

C. PROCUREMENT MANAGER

The Town of Silver City has designated a Procurement Manager/Purchasing Agent who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Leann Misquez, Purchasing Agent
Town of Silver City
P.O. Box 1188
Silver City, NM 88062
(575) 538-3731 ext. 6352
Fax:(575) 538-5123

e-mail: lmisquez@silvercitymail.com

All deliveries via express carrier or hand delivered should be addressed as follows:

Leann Misquez, Purchasing Agent
Town of Silver City
101 W. Broadway
Silver City, NM 88061

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Only those questions or inquiries answered in writing by the Procurement Manager will be considered to be legal and binding.

D. **DEFINITION OF TERMINOLOGY**

This paragraph contains definitions that are used through-out this procurement document, including appropriate abbreviations.

"**Agency**" means the Town of Silver City or Town.

"**Contract**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" shall mean successful offeror.

"**Determination**" means the written documentation of a decision of a Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**Desirable**" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"**Evaluation Committee**" means a body appointed by the Town of Silver City to perform the evaluation of offeror proposals.

"**Evaluation Committee Report**" means a report prepared by the Purchasing Agent and the Evaluation Committee for submission to the Governing Body of The Town of Silver City for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"**Finalist**" is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"**Mandatory**" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

"**Procurement Manager**" or "**Purchasing Agent**" means the person or designee authorized by the Town of Silver City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"**Request for Proposals**" or "**RFP**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"**Responsible Offeror**" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make

satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Multiple source award" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

"Price agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property or services to a Town of Silver City which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Purchase order" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

E. **BACKGROUND INFORMATION**

1. The Town of Silver City is a local government (municipal or city government) chartered in 1878. The governing body consists of 1 elected mayor and 4 elected council members.
2. Population (Silver City): 13,000 ±
3. The Town of Silver City currently has approximately 160 + employees
4. Miles of streets paved: 65.20 Unpaved: 5.85
5. Town has a designated safety coordinator, mandatory that employees take safety classes and are periodically tested.
6. Town has 1 public safety building consisting of the fire main station and police department and has 1 fire sub-station.
7. Town has 22 full time law enforcement officers, 1 animal control officer, 27 fire/rescue personnel of which some are certified as EMS, EMS IV and Paramedics
8. Town of Silver City has an ISO fire rating of 5.
9. Town pumps approximately 960,000,000 gallons of water a year.
10. Town has approximately 132 miles of pipe consisting of lead, cast iron, plastic, asbestos and ductile iron pipe.
11. Town tanks are inspected every 2 years on a rotation basis.
12. Town has approximately 77 miles of sewer pipe maintained.
13. Town hires various independent consultants including but not limited to legal counsel, indigent counsel, general engineering, architectural, survey, appraisal.....
14. Town consist of the following departments:
 - a) Executive (Manager - Human Resources – Elections - Insurance - Engineering Services – Facility Maintenance)
 - b) Finance (Finance - Accounting - Payroll - Purchasing - Utility Billing - Meter Readers)
 - c) Judicial (Municipal Court)
 - d) Library
 - e) Museum
 - f) Community Development
 - g) Utilities (Town Engineer - Water - Sewer - Wastewater Treatment Plant)

- h) Public Works (Streets - City Fleet Shop - Sanitation - Recreation Center - Swimming Pool - Parks)
- i) Fire (Fire - Rescue)
- j) Police Department (Patrol - Detectives - Animal Control)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

| | <u>Action</u> | <u>Responsibility</u> | <u>Date</u> |
|-----|--|-------------------------------------|-------------------------------------|
| 1. | Issue of RFP | Purchasing Agent | 02/11/2014 |
| 2. | Pre-Proposal Conference | Potential Offeror | 02/18/2014 |
| 3. | Distribution List Response Due | Potential Offeror | 02/18/2014 |
| 4. | Deadline to Submit Additional Questions | Potential Offeror | 02/25/2014 |
| 5. | Written Question Response to RFP Amendments | Purchasing Agent | 03/05/2014 |
| 6. | Submission of Proposal | Offeror | 03/20/2014 |
| 7. | Proposal Evaluation, Selection of Finalist, and Negotiations | PEC | 03/21/2014 through 04/03/2014 |
| 8. | Shortlist Announcement | Procurement Manager | 04/04/2014 |
| 9. | Award(s) Submission Recommendation To Procurement Manager | PEC | 04/16/2014 |
| 10. | Contract Award | Procurement Manager Town Council | 04/22/2014 |
| 11. | Protest Deadline | Proposers | 05/07/2014 |

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP
This RFP is being issued by the Town of Silver City, Finance Department on **February 11, 2014.**

2. Pre-Proposal Conference
Potential offerors interested in reviewing the scope of work are encouraged to attend. This conference is not mandatory but highly recommended to clarify any questions or concerns. Conference will be held **February 18, 2014 at 11:00 am**, City Hall's upstairs conference room at 101 W. Broadway, Silver City, NM.

3. Distribution List Response Due
Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **February 18, 2014.**

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Written Questions
Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **February 25, 2014**, written questions must be addressed to the Procurement Manager.

5. Response to Written Questions/Proposal Amendments
Written responses to written questions and any Proposal amendments will be distributed on **March 5, 2014** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. This form should be signed by the offeror's representative, dated and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

6. Submission of Proposals.
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO

LATER THAN 2:00 PM MOUNTAIN STANDARD TIME on March 20, 2014. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to **RFP 13/14-1P Municipality Fueling Station.** Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors during the evaluation and negotiation process.

7. Proposal Evaluation

The evaluation of proposals, selection of finalist, presentations and negotiation will be performed by the PEC. This process will take place from **March 21 – April 3, 2014.** During this time, the Procurement Manager or the PEC chairman may at their option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Shortlist Announcement

If the PSC in its evaluation deems it necessary to require oral presentations from the offerors, it will provide a shortlist to the Procurement Manager who will announce the shortlist on **April 4, 2014.**

9. Submission of Recommendation of Award(s) to Procurement Manager

The PEC will submit all recommendations for the award to the Procurement Manager by close of business on **April 16, 2014.**

10. Contract Award

The PEC will prepare a recommendation for award. The Governing Body of the Town of Silver City will consider the recommendation at a public meeting scheduled to be held at 6:00pm on **April 22, 2014** at the Grant County Administration Center, 1400 Highway 180 E, Silver City, NM 88061. This date is subject to change at the discretion of the Finance Director of the Town of Silver City.

The contract award shall be made to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points.

11. Protest Deadline

Any protest by an offeror must be in conformance with protest procedures set out in the Town Procurement Procedures. The fifteen (15) day protest period shall begin on the day following the contract award and will end as of close of business on **May 7, 2014.** Protests must be written and must include the name and address of the

protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town Purchasing Agent. The protest must be addressed and delivered as follows:

Leann Misque
Town of Silver City
P.O. Box 1188
Silver City, NM 88062

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the laws of the State of New Mexico and the ordinances and resolutions of the Town of Silver City.

1. **Acceptance of Conditions Governing the Procurement**
Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained of this RFP.
2. **Incurring Cost**
Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. **Prime Contractor Responsibility**
Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.
4. **Subcontractors**
Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
5. **Amended Proposals**
An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town of Silver City personnel will not merge, collate, or assemble proposal materials.
6. **Offerors' Rights to Withdraw Proposal**
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.
The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
7. **Proposal Offer Firm**
Responses to this RFP, including proposal prices, will be considered firm for ninety

(90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded or rejected by the Governing Body of the Town of Silver City at a public meeting. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Town Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **No Obligation**

This procurement in no manner obligates the Town of Silver City or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is fully executed and approved by the Town of Silver City, and other appropriate authorities.

10. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the Town of Silver City.

11. **Sufficient Appropriation**

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

12. **Legal Review**

The Town requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. **Basis for Proposal**

Only information supplied by the Town Purchasing Agent in writing should be used as the basis for the preparation of offeror proposals.

14. **Contract Terms and Conditions**

The contract between the Agency and the contractor will follow the format specified by the Agency and contain the terms and conditions of the Draft Professional Services Agreement. However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

Should an offeror object to any of the Town's terms and conditions of the Agreement, offeror must propose specific alternative language that must be acceptable to the Town. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

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

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

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

15. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Town and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

16. **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

17. **Right to Waive Minor Irregularities**

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

18. **Change in Contractor Representatives**

The Town reserves the right to [request/require] a change in contractor representatives if the assigned representatives are not, in the opinion of the Town, meeting its needs adequately.

19. **Notice**

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

20. **Agency Rights**

The Agency reserves the right to accept all or a portion of an offeror's proposal.

21. **Right to Publish**

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the Town's written approval prior to the

release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. **Ownership of Documents**

All materials, work papers, meeting notes, design documents, or other documents produced by the contractor shall be the property of the Town of Silver City. The original and one copy of all such documents shall be indexed and placed in appropriately labeled binders and delivered to the Town Executive Administrative Assistant at the conclusion or termination of the contract.

24. **Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the Town of Silver City.

III. INSTRUCTIONS FOR RESPONSES

A. ELIGIBILITY FOR CONSIDERATION

1. Compliance with Submission Deadline
 - a. The response must be submitted in its entirety by the deadline specified on the front cover.
 - b. No response, or portion thereof, will be accepted for consideration after the specified deadline.
2. Compliance with RFP Requirements
 - a. Each response that is forwarded for evaluation must meet the requirements specified in this RFP.
 - b. Any submittal found non-responsive will not be considered for selection.

B. RIGHT TO REJECT PROPOSALS

1. Subsequent to the issuance of this RFP, the Town reserves the right to reject any and all proposals received in response to this RFP.
2. In exercising this right, the Town accepts no liability for any cost incurred by any firm or firms preparing responses to this RFP.

C. CONFLICT OF INTEREST

1. No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

D. CONTACT WITH MEMBERS OF THE PROFESSIONAL EVALUATION COMMITTEE

1. Members of the PEC are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a selection has been made.
2. Firms are requested not to contact PEC members regarding this award. Firms failing to comply with this request may be deemed ineligible for consideration for selection.

E. CHANGES IN RFP REQUIREMENTS

1. No interpretation, explanations or clarifications of requirements of this RFP will be made, or can be relied upon, unless issued in the form of a RFP addendum.
2. Any addenda issued on this RFP shall become part of the RFP and shall supersede previous requirements, conditions and time frames specified in the RFP and/or previous addenda.
3. If an addendum is received after the proposal has been submitted, mark as received and return. If the late addendum changes your proposal in any way, send a revised proposal. That proposal must be clearly marked as a revised proposal.

F. ACCEPTANCE OF APPLICABLE POLICIES AND PROCEDURES

1. Contractors responding to this RFP agree by submission of such response to accept and comply with the Town policies and procedures that apply to the selection process for this project.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit only one (1) proposals.

B. NUMBER OF COPIES

Offerors shall provide six (6) identical copies, in individual binders, of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. All information provided below is subject to negotiation once “MOST QUALIFIED FIRM” has been determined.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary identifying Evaluation Factors in the order they are presented.
- d) Response to Detailed Specifications, Business Specifications and Mandatory Specifications.
- e) Cost sheet; this will be removed from Evaluation Committee’s binder
- f) Response to Town’s Terms and Conditions - Draft Professional Service Agreement.
- h) Offeror's Additional Terms and Conditions

- i) Other Supporting Material

2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting contractor;
- b) identify the name and title of the person authorized by the contractor to contractually obligate the company
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the company;
- d) identify the names, titles and telephone number of persons to be contacted for clarification
- e) state their federal tax identification number ;
- f) be signed by the person authorized to contractually obligate the company;
- g) acknowledge receipt of any and all amendments or addenda to this RFP;
- h) acceptance of conditions governing this procurement.

V. SPECIFICATIONS

This section contains relevant information concerning the tasks to be performed by the contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. DETAILED SPECIFICATIONS

Contractor will be required to provide a fueling station for a municipality. The station must meet all NMED guidelines. This fueling station must have a system able to track, monitor and authorize individual vehicles. Services will include, but not be limited to those described in Section I. INTRODUCTION, B. SUMMARY SCOPE OF WORK.

B. BUSINESS SPECIFICATIONS

Include a narrative on available facilities, including, but not limited to computers, office/conference space and equipment to be utilized for the purpose of this Agreement.

C. MANDATORY SPECIFICATIONS

Any proposal that does not meet these requirements may be determined to be non-responsive and its proposal will be rejected.

- 1. Must be in compliance with all state NMED guidelines
- 2. Fueling system must be capable of servicing a minimum of 200 vehicles
- 3. Fueling and card system must have warranty
- 4. Fueling system must provide 2 types of fuel; unleaded and diesel
- 5. Fueling system must have a card reader to track fueling of individual vehicles within departments; we currently have fifteen departments plus other regional entities estimating an amount of 200 vehicles

6. Card billing system must be able to provide a breakdown of each department and vehicle
7. Fueling system shall provide a form of security to prevent damage or unauthorized use
8. Finished concrete must be one gradual elevated surface over tank area
9. Disposal of removed and replaced infrastructure
10. Must fully complete all applicable cost calculation forms
11. Final product must be certified by NMED

Proposer must provide:

1. List of fueling stations that have been built and/or installed by your company
2. Sufficient financial strength, resources and capability to perform the contract in a satisfactory manner as measured by:
 - Satisfactory credit history; financial references
 - Ability to secure bond(s) as evidenced by letter of commitment from the underwriter confirming that you can be bonded for the amount required
3. Provide all permits
4. Provide sub-proposer engineering, management and service organization to be involved. Include personal and requisite disciplines, licenses, skills, experience and equipment to complete the contract as required
5. Organizations that you have contracted with within the last three years with contact information included

VI. EVALUATION

A. EVALUATION POINT SUMMARY (Maximum 100 points)

1. RANKING OF PROPOSALS

Proposals will be ranked by the PEC on the basis of scoring of the following six weighted evaluation criteria for each firm submitting a response that has been determined responsive to the requirements of this RFP (Maximum points – 100).

1. References/Contractor Qualifications – 20 points
Based upon the contractor’s ability to meet the requirements for qualifying as a responsible contractor; References will be verified.
2. Technical competence of the business and professional personnel – 20 points
3. Experience – 20 points
Familiar with NMED guidelines and requirements
4. Software – 20 points
Card reader or chip reader
Ability to track card to department and vehicle
Ability to bill departments with account details
Ease of system

5. Overall Value – 20 points
 - reliability
 - scheduling
 - sustainability
 - equipment
 - regulations
 - other factors identified during the RFP process that may become relevant to the project

C. EVALUATION PROCESS

1. 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.
2. The Procurement Manager may contact the offeror for clarification of response as indicated in this RFP.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in this RFP.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned at a point value. The three (3) highest responsible offerors with the highest scores will be selected as finalist offerors based upon the proposal submitted. Finalist offerors who are asked to choose to submit revised proposal for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Town, taking into consideration the evaluation factors in this RFP, will be recommended for selection to the Governing Body of the Town of Silver City. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A

Acknowledgement of Receipt Form

RFP 13/14-1P
Municipality Fueling Station

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **February 18, 2014**. This will also ensure that you will receive copies of all Offeror written questions and the Town's written responses to those questions as well as RFP amendments, if any are issued.

The company listed below does/does not (circle one) intend to respond to the Request for Proposals.

COMPANY: _____

REPRESENTED BY: _____ TITLE: _____

EMAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to: Leann Misquez Purchasing Agent
101 W. Broadway St.
P. O. Box 1188
Silver City, NM 88062

Phone: (575) 538-3731
Fax: (575) 538-5123
Email: lmisquez@silvercitymail.com

Appendix B
DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this day of , 2014 by and between the Town of Silver City (TOWN) and ****(CONTRACTOR), whose address is *****.

WHEREAS, the Town of Silver City has determined that it is in its best interest to contract for Legal Services

WHEREAS, Contractor has been determined qualified and locally available to perform services as described in the Scope of Services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services: Contractor will provide Legal Services as defined in the Scope of Services in the RFP.

Time of Performance: Agreement will commence on April 23, 2014. Completion date to be determined at that time. Further, the Town and the Contractor reserve the right to terminate this agreement in writing for no cause by giving thirty (30) days notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the Town agrees to pay the Contractor:

In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of **** plus applicable gross receipts tax for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices for contacts, mileage and long distance telephone reimbursements to Leann Misquez, Purchasing Agent. Leann Misquez, Purchasing Agent, will submit signed and approved invoices to the Town Accounts Payable Department. Any request for compensation or reimbursement will refer to an approved Purchase Order Number. Payment shall be net 30 days from receipt of invoice to the Town Accounts Payable Department.

Independent Contractor: Neither the contractor or its employees are considered to be employees of the Town of Silver City for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the Town under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Town as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipts taxes and other deductions by law for any compensation received from the Town.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Town as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the Town, its officials, agents and employees from and against any claims,

actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the Town may require, there shall be furnished to the Town such statements, records, reports, data and information, as the Town may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Agreement. Except as otherwise authorized by Town, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the Town as directed by the Town Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The Town and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the Town Council.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the Town agree to divide all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Workers' Compensation: The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Town.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

Safety: Contractor shall abide by the policies, rules and guidelines required by the Town of Silver City employees when on Town property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any

individual or organization by the Contractor without prior written approval by the Town Manager of the Governing Body of the Town of Silver City.

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the Town.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the Town of Silver City.

TOWN OF SILVER CITY

P.O. Box 1188
Silver City, NM 88062

CONTRACTOR

***** Address*****

Alex C. Brown
Town Manager

Appendix C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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) if any: **Town of Silver City Mayor and all members of the Town Council.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)