



REQUEST FOR OFFER COMPLIANCE DECLARATION

RFO TITLE: Demolition of Luna County Detention Center “South Unit”

RFO No. 110-02

DUE DATE/TIME: December 30, 2021 at 5:00 p.m. MST

In compliance with the requirements of this RFO, I, the undersigned, offer and agree to furnish any or all materials and/or services to Luna County at the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Authorized Signature

Typed or Printed Name

Title

Email Address

Telephone number _____ Fax number _____

NM Tax & Revenue Dept. BTIN # _____

Current NM Secretary of State Business ID # _____ (corporations only)

Federal I.D. number _____ (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes ____ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

**LUNA COUNTY
REQUEST FOR OFFER**

RFO TITLE: Demolition of Luna County Detention Center “South Unit”

RFO NO.: 110-02

DUE DATE/TIME: December 30, 2021 at 5:00 p.m. MST

1. INTRODUCTION

Luna County is soliciting offers from qualified firms to provide all necessary labor, materials, equipment and supervision for the Demolition of the Luna County Detention Center “South Unit”. The awarded vendor will have all rights to the materials realized by the demolition. For clarification, this is an offer process, whereby the materials gained from the demolished project will belong to the awarded vendor. All costs associated with the demolition will be borne by the awarded vendor. The required services and performance conditions are described in the Scope of Work.

Responses to this solicitation must be received by the DUE DATE/TIME at the Luna County Budget and Procurement Office, 700 South Silver Avenue, Room A-4, Deming, NM 88030 subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing).

2. ATTACHMENTS

The attachments below are included with this Request for Offers (RFO) for your review and submittal (see asterisk):

- Exhibit A – Campaign Contribution Form*
- Attachment A – Offeror’s Information Form*
- Attachment B – Scope of Work
- Attachment C – Supplemental General Conditions
- Attachment D – Cost Proposal Bid Form
- Attachment E –

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1 *Addendum* means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: Addenda
- 1.2 *Consultant* means the Successful Offeror awarded the Agreement/Contract.
- 1.3 *Determination* means the written documentation of a decision of the procurement officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978.).
- 1.4 *Offeror* means any person, corporation, or partnership that provides professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.

- 1.5 *Procurement Manager* means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6 *Request for Proposals or "RFP"* means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 NMSA 1978).
- 1.7 *Responsible Offeror or Proposer* means an offeror or proposer, 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 described in the proposal (§13-1-83 NMSA 1978).
- 1.8 *Responsible Offer or 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 (§13-1-85 NMSA 1978).
- 1.9 The terms must, shall, will, is required, or are required, identify a mandatory item or factor, failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 1.10 The terms can, may, should, preferably, or prefers, identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 Copies of Requests for Proposals

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).
- B. A Complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The Contracting Agency, in making copies of the Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted on the website of the Contracting Agency.

2.2 Interpretations

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposal will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contract Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3 Addenda

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile, or hand delivered to all who are known, by the Contracting Agency, to have received a complete set of Request for Proposals.
- B. Copies of Addenda will be made available for inspection wherever Request for Proposals is on file for that purpose.
- C. No Addenda will be issued later than five days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one that includes postponement of the date for receipt of Proposals.

- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 Number, Form, and Style of Proposals

- A. Offerors shall provide copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 ½” X 11” paper and bound on the left-hand margin.
- C. A maximum of 45 pages, including title, index, etc., not including front and back covers.
- D. Offerors shall submit a clearly marked original proposal and four (4) additional copies of the proposal.
- E. The firm’s statement of qualifications must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - Letter of transmittal;
 - Firm’s qualifications, including subconsultants and experience in field of hazard mitigation;
 - Assigned personnel experience and expertise on related projects;
 - References, minimum of three, on past record of performance;
 - Project understanding and familiarity with contracting community issues;
 - Work plan, services offered and availability schedule, in response to the scope of services;
 - Work will be performed in New Mexico;
 - Ability and resources to effectively manage and complete work on schedule;
 - Proposed fee;
 - Campaign Contribution Disclosure Form; and
 - Other supporting or resource material.
- F. Any proposal that does not adhere to this format and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- G. Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters that clearly are of a confidential nature will be considered.
- H. Any cost incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2 Subconsultants

- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to, suspension or debarment by the Contracting Agency.

3.3 Prequalification Process

A business may be prequalified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include, but shall not be limited to, such prequalified business (§13-1-134 NMSA 1978). For the purpose of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4 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 Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5 Submittal of Proposals

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Request for Proposal Title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.
- B. The envelope shall be addressed to the Purchasing Agency/Procurement Manager of the Contracting Agency. The following information shall be provided on the front lower left corner of the bid envelope: Request for Proposals Title, Request for Proposals Number, date of closing, and time of closing. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or designee and will be clocked in/time-stamped at the time received, which must be prior to the time specified.
- E. After the date established for receipt of proposals, a register of proposals will be prepared, which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6 Correction or Withdrawal of Proposals

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time established for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where proposals are to be received.
- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the Request for Proposals.

3.7 Notice of Contract Requirements Binding on Offeror

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals with regard to federal, state, and local requirements that are a part of this Request for Proposals.
- B. Laws and Regulations. The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

3.8 Rejection or Cancellation of Proposals

This Request for Proposal may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-31 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1 Receipt, Opening, and Recording

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiating process (§13-1-116 NMSA 1978).

4.2 Proposal Evaluation

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable;
 - 2. Potentially acceptable, that is, reasonably assured of being acceptable; or
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly.)
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror that do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).
- C. If an Offeror, who otherwise would have been awarded a contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry, with respect to responsibility, is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses not selected shall be so notified, in writing, within twenty-one days after an award is made (§13-1-120 NMSA 1978).
- D. Selection Process (§13-1-120 NMSA 1978):
 - 1. The evaluation of proposals will be performed by an evaluation committee composed of representative selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses, in regard to the particular project, and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to furnish the required services.
 - 2. If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
 - a. Rank in order of qualifications and submit to the local governing body for award those businesses that have submitted a statement of qualifications; or
 - b. Recommend termination of the selection process and send out new notices of the proposed procurement, pursuant to §13-1-104 NMSA 1978.

4.3 Negotiations (§13-1-122 NMSA 0978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined, in writing, to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity, and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.

- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business, or the procurement process is terminated, and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. Notice of Award

After award by the local governing body, a written Notice of Award shall be issued by the contracting Agency after review and approval of proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1 Protests

- A. Any Offeror, who is aggrieved in connection with a solicitation or award of an agreement, may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk, in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than fifteen calendar days after the facts or occurrences giving rise thereto (§13-1-173 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-174 NMSA 1978).
- C. The Purchasing Agent or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning the procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- D. The Purchasing Agent or designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1. State the reasons for the action taken; and
 - 2. Inform the protestant of the right to judicial review of the determination, pursuant to §13-1-183 NMSA 1978.
- E. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

5.2 Execution and Approval of Agreement

The agreement shall be signed by the successful Offeror and returned within a specified time frame after the date of the Notice of Award. No agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3 Notice to Proceed

The Contracting Agency will issue a written Notice to Proceed to the contracted Consultant.

5.4 Offeror's Qualification Statement

The Offeror, to whom award of an agreement is under consideration, shall submit, upon request, information to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978).

6. CAMPAIGN CONTRIBUTION DISCLOSURE AND PROHIBITION

- 6.1 A prospective contractor, subject to the provisions of §13-1-191.1 NMSA 1978, shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official (governing body) of the Contracting Agency during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty and 00/100 dollars (\$250.00) over a two-year period. See Exhibit A: Campaign Contribution Disclosure Form.
- 6.2 The form shall be filed with the Contracting Agency as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the contractor signs the contract.
- 6.3 A prospective contractor submitting a disclosure statement pursuant to this section, who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official, or whose representatives have not contributed to an applicable public official, shall make a statement that no contribution was made.
- 6.4 A prospective contractor or family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public officials' employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.
- 6.5 A solicitation or proposed award for a proposed contract may be canceled pursuant to §13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to §13-1-181 NMSA 1978 if:
- A. A prospective contractor fails to submit a fully completed disclosure statement, pursuant to this section; or
 - B. A prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.
- 6.6 As used in this section:
- A. *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;
 - B. *Family member* means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law;
 - C. *Pendency of the procurement process* means the time period commencing with the public notice of request for proposals and ending with the award of the contract or the cancellation of the request for proposals;
 - D. *Prospective contractor* means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code, §13-1-28 NMSA 1978, or is not required to submit a competitive sealed proposal, because that person qualifies for a sole source or small purchase contract; and
 - E. *Representative of the 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.

7. OTHER INSTRUCTIONS TO OFFERORS

None.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement between the Contracting Agency and Consultant (planning professionals) shall be governed exclusively by the laws of the State of New Mexico, as the same from time to time exist.

2. INDEPENDENT CONTRACTORS

The Consultant and his/her agents and employees are independent contractors and are not employees of the Contracting Agency. The Consultant and his/her agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency, as a result of the Agreement.

3. BRIBES, GRATUITIES, AND KICKBACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978, that prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §13-1-28 through §13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected. Construction Observation, if appropriate or required, will be calculated on a Payroll Cost times a multiplier. Additional services will be calculated on a Payroll Cost times a multiplier or as appropriate or agreed upon.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. PROFESSIONAL LIABILITY INSURANCE

The Offeror will be required to carry professional liability (errors and omissions) insurance.

EVALUATION CRITERIA

Each proposal must address each of the following criteria and may be awarded points up to the amount indicated below.

| | Suggested Points | Points this RFP |
|--|------------------|-----------------|
| Response and Approach/Project Proposal | 25 | _____ |
| | | _____ |

| | | |
|-------------------------|-----|-------|
| Demolition Experience | 25 | _____ |
| Capacity and Capability | 40 | _____ |
| Overall Proposal | 10 | _____ |
| TOTAL POINTS | 100 | _____ |

EXHIBIT A
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

This form applies to prospective contractors with the state or a local public body pursuant to the requirements of §13-1-112 NMSA 1978. A prospective contractor subject to this procurement shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official (member of the governing body) of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds \$250 over the two year period.

Public Officials:

| | | |
|--------------------|----------------------|--|
| Barbara L. Reedy | Rep. Candi Sweetser | |
| Linda M. Smrkovsky | Sen. Crystal Diamond | |
| John S. Sweetser | | |

Campaign Contributions [to be filled in by prospective contractor]

| Public Official | Date of Contribution | Amount of Contribution | Purpose of Contribution |
|-----------------|----------------------|------------------------|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Or [check] No contribution has been made to any public official listed above.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing or value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

A solicitation or proposed award for a proposed contract may be canceled pursuant to §13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to §13-1-181 NMSA 1978 if

A. A prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

B. A prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

As to definitions, see General Terms and Conditions, Section 7 of this Request for Proposals.

I affirm or swear that the information provided on this form is true and correct to the best of my knowledge.

_____ Date:
Printed Name and Signature of Prospective Contractor

#2 _____
Addendum/Addenda

_____ Or, _____No

Were Received (check and initial).

#3 _____

OFFEROR'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Offeror is **INDIVIDUAL**, sign here:

Date: _____

Offeror's Signature: _____

Offeror's typed name and title: _____

2. If Offeror is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Date: _____

Member of the Partnership or Joint Venture
signature

Member of the Partnership or Joint Venture
signature

3. If Offeror is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and

Signature
Title

Of the corporation named below; that they are designated to sign the Offer Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____

Date: _____

Title: _____

**Attachment B – Scope of Work
Luna County
Demolition of Luna County Detention Center “South Unit”
Request for Offers**

PROJECT DESCRIPTION

Luna County is requesting qualified Offerors to submit offers including a payment schedule to Luna County and a summary of qualifications for providing for the demolition and clean up services of the Luna County Detention Center “South Unit”. The “South Unit” consists of approximately 30 - 8’ x 40’ containers welded together to be deconstructed and safely removed from the Luna County Detention Center premises. This scope of work is to possibly include demolishing and removal of the concrete pad or footings related to the facility to be determined at time of demolition. The requested services consist of furnishing all labor, materials, supplies and equipment to perform the demolition for Luna County in accordance with the specifications and conditions specified in the Request for Offer issued by Luna County. Request for Offer documents are available at the Luna County Courthouse on the 3rd floor in the Budget and Procurement Director’s Office, located at 700 S Silver Ave, Deming, New Mexico and at www.lunacountynm.us. Sealed offers shall be delivered to the Luna County Courthouse, Budget and Procurement Office at the above indicated address on or before 5:00 P.M., December 30, 2021.

To be clear, this is a request for offer whereby the awarded contractor will demolish the above-stated facility for the materials gained from the demolished project. All costs associated with the demolition will be borne by the awarded vendor.

SCOPE

A. WORK SCHEDULE

The Offeror’s employees shall complete all the work required under the Request for Offer documents between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday only.

Offeror shall provide Luna County with a work schedule that will be coordinated with the Luna County Detention Center Administration. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel on the premises at any given time. Employees will wear identification badges and company uniforms.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees working on site must not have been convicted of a felony. Employees will be required to go through a background check prior to beginning work. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc. Only authorized employees of the Offeror may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Offeror may act as a substitute. The use of unauthorized personnel on the part of the Offeror may result in immediate cancellation without notice.

Offerors and Offerors’ Employees shall not allow on Luna County premises any person who is not an employee or principal with the company and currently on duty. All paperwork, documents, magnetic media, and any other media at Luna County offices are considered to be confidential and privileged. Offeror’s employees are not authorized to read or make use of any paperwork on or in any desks or offices.

LEGAL ADDRESS OF LUNA COUNTY

The official address for Luna County shall be Luna County, 700 S Silver Ave, Deming NM 88030. All correspondence sent to the awarded offeror shall be deemed to have been given when mailed via certified mail or delivered to the address specified in the Agreement. Notice to Luna County shall be mailed via certified mail or delivered to the legal address of Luna County.

INSURANCE

Offeror shall furnish Luna County with original insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Luna County.

LAWS AND REGULATIONS

The work is located in Deming, New Mexico. The Offeror shall comply with all ordinances, regulations, and other lawful requirements of said City, County, State, and Federal governing the work on public property.

SUPERVISION

Work performed by employees within the scope of the Offeror's employees shall be directly employed and supervised by the Offeror. The Offeror shall perform management and technical supervision required to complete the work according to the specifications provided by Luna County. Employee(s) assigned to supervise the work shall be readily available, responsive to Luna County's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

CONTRACT TERM

The term of this Agreement shall be for this one specific project only.

CONTRACT TERMINATION

Luna County may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by Luna County upon thirty (30) days written notice. Services may be terminated by Offeror upon ninety (90) days written notice. Luna County shall compensate Offeror for all services provided before the actual date of termination. Upon receipt of Notice of Termination from Luna County, the Offeror shall immediately commence discontinuing any and all services provided under this Agreement.

PAYMENTS FROM THE OFFEROR

Luna County shall receive payment due, if any, from the Offeror immediately upon acceptance of offer and prior to any work beginning.

END OF SCOPE OF WORK CONDITIONS