

**GRANT COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS**

**RFP 26-05**

**EMULSIFIED SEALING SERVICES FOR GRANT COUNTY**



**GRANT COUNTY  
1400 Highway 180 East  
P.O. Box 898  
Silver City, NM 88062**

**Issued: January 17, 2026**

**Proposal Due: March 6, 2026 by 2:00 p.m.**

## **GRANT COUNTY REQUEST FOR PROPOSALS**

**RFP 26-05**

### **EMULSIFIED SEALING SERVICES FOR GRANT COUNTY**

Grant County is requesting qualification-based competitive sealed proposals for Emulsified Services for Grant County, to meet the broad range of road maintenance sealing needs for the County. Proposals will be accepted until 2:00 P.M. Mountain Time, March 6, 2026, via EMAIL OR VIA MAIL. Proposals that are received will be reviewed by an evaluation committee that will provide a recommendation for award to Grant County based on the highest-ranking offer in regard to specific criteria outlined in this Request for Proposals. Grant County reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in the solicitation process, and to accept the proposal which, in its judgment, is most advantageous to the County.

#### **IMPORTANT:**

**DEADLINE TO SUBMIT PROPOSALS: March 06, 2026 AT 2:00 P.M.**

**SUBMISSIONS MUST BE MADE VIA EMAIL OR VIA MAIL.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.**

**GRANT COUNTY  
REQUEST FOR PROPOSALS RFP 26-05  
EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT**

**PROCUREMENT OFFICER**

Vanessa Barahona is the Grant County Chief Procurement Officer. The Chief Procurement Officer is responsible for all matters regarding this procurement. Any inquiries or requests should be submitted to the Chief Procurement Officer in writing. Offerors may contact ONLY the Chief Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

**Procurement Officer:** Vanessa Barahona  
**Phone:** (575) 574-0003  
**Email:** vbarahona@grantcountynm.gov

**SEQUENCE OF EVENTS**

The Chief Procurement Officer will make every effort to adhere to the following schedule, subject to change at short notice at times:

Action	Responsibility	Date
1. Issuance of RFP	Grant County	01/17/2026
2. Notice to County of Intent to Propose <i>(mandatory)</i>	Potential Offerors	01/30/2026 4:00 PM
3. Proposal Question Deadline	Potential Offerors	02/09/2026
4. Response to Written Questions	Grant County	02/23/2026
<b>5. Submission of Proposals</b>	<b>Offeror(s)</b>	03/06/2026 by 2:00 PM
6. Proposal Evaluation	Evaluation Committee	03/09/2026 – 03/13/2026
7. Selection of Finalist(s) Best and Final Offer(s)	Evaluation Committee & Finalist(s)	03/13/2026 – 03/20/2026
8. Proposal Presentations/Interviews <i>(optional)</i>	Evaluation Committee & Finalist(s)	TBD
9. Contract Award	Grant County	04/06/2026
10. Protest Deadline	Offeror(s)	04/33/2026
11. Contract Initiation	County & Contractor	04/24/2026

Newspaper:	Silver City Daily Press	Publish Date:	01/20/2026
Public Purchase	<a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	Publish Date:	01/17/2026
Grant County website	<a href="http://www.grantcountynm.gov">www.grantcountynm.gov</a>	Publish Date:	01/17/2026

## **EXPLANATION OF EVENTS**

The following paragraphs further detail the activities listed in the sequence of events shown above.

### **1. Issue RFP**

This Request for Proposals is being issued by the Grant County Chief Procurement Officer on behalf of Grant County.

### **2. QUESTIONS SUBMISSION**

All questions pertaining to this RFP will need to be submitted via email to Vanessa Barahona, Chief Procurement Officer at [vbarahona@grantcountynm.gov](mailto:vbarahona@grantcountynm.gov). Responses to all questions submitted prior to the February 9, 2026 deadline specified above will be answered via email by February 23, 2026.

### **3. SUBMISSION OF SEALED PROPOSALS**

SEALED PROPOSALS WILL BE SUBMITTED VIA EMAIL OR MAIL NO LATER THAN 2:00 PM MST, MARCH 6, 2026. THE DEADLINE WILL CLOSE AT THAT TIME, AND NO OTHER PROPOSALS WILL BE ACCEPTED OR CONSIDERED AFTER THIS DEADLINE FOR ANY REASON.

### **4. EVALUATION**

All proposals submitted timely by responsible offerors will be opened and evaluated by a committee. Grant County reserves the right to waive any or all informalities or technicalities and to select the respondent deemed most advantageous to Grant County, per the Evaluation Committee's recommendation.

### **5. Approval/Award**

Dates listed for this RFP are subject to change at the discretion of the County.

### **6. Protest Deadline**

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA and Grant County Procurement Policy. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be delivered to:

Grant County  
Attn: Vanessa Barahona, Chief Procurement Officer  
1400 Highway 180 East  
Silver City, NM 88062  
[vbarahona@grantcountynm.gov](mailto:vbarahona@grantcountynm.gov)

## **GENERAL CONDITIONS**

1. Grant County reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal, and to accept the proposal which, in its judgment, is most suitable and advantageous to the County.

2. Payment Terms: A Purchase Order will be issued, and payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on the proposal form or as otherwise agreed by both parties. All invoices shall be submitted directly to Grant County Finance Department at 1400 Highway 180 East, Silver City, NM 88062.

3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification

requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. *This sheet shall be labeled "Exception(s) to Specifications" and shall be included with the proposal.*

If there is any clarification, problem, ambiguity, or question regarding this RFP, you must contact the Chief Procurement Officer or designee prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Chief Procurement Officer or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provisions of this proposal, except as authorized by the Chief Procurement Officer. The County is not responsible for any errors or omissions contained in the offeror's proposal.

4. The terms and conditions outlined in the Request for Proposals, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions. Grant County may consider options other than those requested. Please note alternative options separately so that they are easily identifiable.

5. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent, and the required information must be provided. The contents of the proposal submitted by the successful respondent of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information with the proposal. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

6. Any pages marked "PROPOSAL FORM" included in this request for proposals packet shall be completed and submitted as part of the proposal.

7. Addenda: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Grant County Chief Procurement Officer in the form of written addenda. The offeror shall acknowledge each addendum on the Information Form contained in this RFP packet. Verbal responses and/or representation is not acceptable.

8. The successful offeror expressly agrees to defend, indemnify and save harmless the County and its officer, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

**GENERAL CONDITIONS CONTINUED:**

9. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities, and kickbacks.

10. Procedure: Proposals will be reviewed by a Selection Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Grant County.

11. Method of award: Award will be made to the offeror(s) whose proposal is determined to be most professionally and technically complete and responsive. The selection process may include a request for additional information or an oral presentation to support the written proposals.

12. The County reserves the right to award this contract not necessarily to the offeror(s) with the lowest price, but that demonstrates the best ability to fulfill the requirements of the request for proposals.

13. The successful offeror(s) shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Grant County. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.

14. Successful offeror(s) must, in performance of work on this contract, agree to fully comply with all applicable federal, state, and local laws, rules, and regulations.

15. At 2:00 pm MST on March 6, 2026, the deadline will close, and no more submissions will be allowed.

16. Proposals that do not meet the requirements set forth may be considered non-responsive.

17. All proposals submitted shall be binding upon the respondent for sixty (60) calendar days of the proposal submission date.

18. The County reserves the right to negotiate any and all elements of this RFP.

19. Price(s) show (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.

20. All practices, materials, supplies, and equipment shall comply with the Federal Occupations Safety and Health Act, as well as any pertinent Federal, State, and/of Local codes, laws, and regulations.

**GENERAL CONDITIONS CONTINUED:**

21. Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title, or interest therein, or its power to execute such agreement to any other person, company, or corporation without the previous written approval of the County.

22. The County reserves the right to refuse to hold harmless or indemnify any respondent for any liability whatsoever.

23. Non-collusion: Vendors, by submitting a signed proposal or proposal, certify that the accompanying proposal or proposal is not the result of, or affected by, any lawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

24. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, the vendor agrees to comply with this paragraph.

25. Grant County reserves the right to reject any proposals from any offeror who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal from an offeror who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

26. If a vendor to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions. Grant County may, in its discretion, suspend the contractor for a period of time from entering into any contracts with Grant County.

27. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposals, or subsequent contract or purchase order, must be brought in the Sixth Judicial District in and Grant County, State of New Mexico, and each party shall pay its own costs and attorney fees.

28. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part, or none, whichever is deemed in the best interest of Grant County.

29. Certificates of Insurance – The County shall be named as an additional insured on all required policies. In addition, all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the County. The successful offeror shall provide the County with all certificates of insurance upon receipt of written notification of award and prior to the execution of any contract documents.

30. It is the responsibility of the offeror to ensure that any addenda issued for this Request for Proposals have been received prior to submitting a proposal. The County guarantees that addenda will be made available for this solicitation. The County will not accept responsibility for addenda not being obtained,

and will not guarantee that addenda will be forwarded or available if the original RFP packet was not obtained as directed.

31. This proposal is available for use by Grant County as provided for by law, at the discretion of the contracted vendor(s). Any contract awarded under this RFP will be made available for use by Grant County as provided for by law, at the discretion of the contracted vendor(s).

## INSTRUCTIONS TO OFFERORS

## DEFINITIONS AND TERMS

Addendum: a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

Consultant: means the Successful Offeror awarded the Agreement/Contract.

Determination: means the written documentation of a decision of the Chief Procurement Officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§12-1-52 NMSA 1978).

Offeror: any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.

Procurement Manager: means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

Request for Proposals: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978)

Responsible Offeror 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, or delivery requirements. (§ 13-1-85 NMSA 1978).

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.

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



## REQUEST FOR PROPOSAL DOCUMENTS

### 1. Copies of Request for Proposals

- A. A complete set of the Request for Proposals may be obtained from the County (unless another issuing office is designated in the RFP).
- B. A complete set of the Request for Proposals shall be referred to when preparing proposals; the County assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The County, in making copies of Request for Proposals available on the above items, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

### 2. Interpretations

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Chief Procurement Officer in writing. Replies will be issued by addenda mailed/mailed or delivered to all parties recorded by the County as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals may 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 County of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

### 3. Addenda

- A. Addenda will be posted electronically via the Grant County website and Public Purchasing website.
- B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 2 days prior to the date of receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date of 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 on the Proposal Form included in the packet.

## PROPOSAL SUBMITTAL PROCEDURES

### 1. Number, Form, and Style of Proposals

#### A. **Important:** Submission of a Proposal

1. Submission of a Sealed Proposal along with the Request for Proposal (RFP) number, in addition to the Offeror's name and address, **MUST** appear clearly on the sealed envelope of package of all proposals.

Or

2. Electronic Delivery, each offeror must submit one (1) electronic via email to Vanessa Barahona, Chief Procurement Officer, at [vbarahona@grantcountynm.gov](mailto:vbarahona@grantcountynm.gov).

The email subject line must be titled: RFP 26-05 Emulsified Sealing Services, (Offeror's Name) *Example: RFP Emulsified Sealing Services, John Doe Firm*

#### B. Ability to follow instructions and formatting is of the utmost importance to Grant County. This attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following format may be deemed non-responsive and rejected on that basis. The preferred method of submission is in a .pdf file with the sections in the order listed below.

1. Cover letter/letter of transmittal
2. Written response to each of the Evaluation Criteria set forth in this RFP, in the order listed
3. Any additional pertinent information
4. Any documentation required in the Specific Conditions and Instructions to Offerors portions of this RFP not otherwise previously provided
5. All proposal forms contained in this RFP

The "Fee Proposal" (if applicable) will be submitted in a separate section and should not be included with the proposal.

#### C. Any proposal that does not adhere to this format, and which does not address each specification, requirement, and criteria within the RFP, may be deemed non-responsive and rejected on that basis.

#### D. 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 nonconfidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

#### E. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or materials submitted in response to this RFP shall be done solely by the Offeror.

2. Subconsultants
  - A. The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted work, if any.
  - 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 County after verification by the County of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.
3. Notice of Contract Requirement Binding on Offeror
  - A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself/herself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements, which are part of these 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.
4. Rejection or Cancellation of Proposals
  - A. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, which is in the best interest of the County. A determination containing the reasons therefor shall be made part of the project file (§ 13-1-131-NMSA 1978).

## CONSIDERATIONS OF PROPOSALS

1. Receipt, Opening, and Recording
  - A. Proposals received on time will be opened privately. There will be no public opening. The contents of all proposals will be held confidential and will not become public record until after the award is made and a contract is finalized.
  - B. 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 proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-132 NMSA 1978).
2. 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 the RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  - 1) acceptable,
  - 2) potentially acceptable, that is, reasonably assured of being made acceptable, or
  - 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

- B. The County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which 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 Chief Procurement Officer. 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 which have not been selected shall be notified in writing within twenty-one (21) 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 representatives selected by the County. The committee shall evaluate statements of qualifications and performance data submitted 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 government body for award those businesses which have submitted a statement of qualifications; or
      - b) recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.
3. Negotiations (§13-1-122 NMSA 1978)
- A. The County's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP, compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account 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 to be the 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 County may publicly announce the business selected for award.

4. Notice of Award

After award by the County, a written notice of award will be issued by the County after review and approval of the Proposal and related documents by the County with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## POST PROPOSAL INFORMATION

### 1. Protests

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Grant County Chief Procurement Officer in accordance with the requirements of the County's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 15 days after the facts or concerns giving rise thereto (§13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Chief Procurement Officer (CPO) and the County shall not proceed further with the procurement unless the CPO makes a determination that the award of the Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).
- C. The Chief Procurement Officer or their designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with the adopted regulations, but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- D. The Chief Procurement Officer or their designee will 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 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

### 2. Execution and Approval of Agreement

The Agreement shall be signed by the Successful Offeror and returned within an agreed-upon 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 hereto.

### 3. Notice to Proceed

The County may issue a written Notice to Proceed.

### 4. Offeror's Qualification Statement

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data 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).

## GENERAL INFORMATION & INSTRUCTIONS

### 1. Purpose

Grant County, New Mexico, is seeking proposals from qualified firms and vendors to obtain Emulsified Sealing Services on an “as-needed” basis for Grant County to meet the broad range of road maintenance and construction needs of the County. All work performed regarding Road Construction, Road Maintenance, Road Rehabilitation, or any other applicable services requested pursuant to the RFP will be under the direction of the Procurement Manager, Department Head, and/or County Manager, with input from the Board of County Commissioners of the County requesting the services.

Any contract awarded under this RFP will be made available for use by Grant County as provided by law, at the discretion of the contracted vendor(s).

As per the Procurement Code, 13-1-129 NMSA 1978 as amended, Vendor hereby agrees to allow County entities to procure services provided for in this RFP under this existing contract for the specified services. As such, other New Mexico government entities other than the contracting County can utilize this RFP services that this contract allows without complying with certain procurement requirements, as allowed by the New Mexico Procurement Code.

The scope of work for this solicitation may include the following, individually or in conjunction with, but not limited to, Grant County personnel or those designated by Grant County personnel:

#### Emulsified Sealing Services:

- 1) Fog Seal
- 2) Scrubb Seal
- 3) Micro-Seal Surfacing
- 4) Crack Seal
- 5) Cape Seal

*\*The intent for this proposal for emulsified services is for experienced qualified vendor to provide the preparation, delivery, and application of complete in-place products, to be measured and accounted for by an accepted industry standard unit of measurement, to be identified, accepted, and directed by the County.*

## RFP REQUIREMENTS

### PROPOSAL RESPONSE FORMAT AND ORGANIZATION

#### A. Proposal

1. By the date and time of Submission of Proposals, Offeror shall submit one (1) copy of their proposal via email, each to include the following documents:

Section 1	Letter of Submittal
Section 2	Contractor Statement of Qualifications and Attachments
Section 3	Past Performance / Familiarity with Southwest New Mexico
Section 4	Management Plan / Quality Control / Quality Assurance
Section 5	Responsiveness / Current Work Load
Section 6	Available Services / Unit Cost

#### 2. Detailed Requirements for Proposal

##### a) Proposal Format

Preferred submission format for the proposal will be one (1) PDF document with the above tabs bookmarked. Other formats will be accepted, and the preferred method does not have a bearing on the results of this solicitation.

Proposals shall not exceed 30 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as a page. Section Dividers do not count as pages, provided the only text or graphics on the dividers are the tab numbers and section titles:

SECTION 1 – Letter of Submittal  
SECTION 2 – Contractor’s Statement of Qualifications and Attachments  
SECTION 3 – Past Performance / Familiarity with Area  
SECTION 4 – Management / Quality Control / Quality Assurance Plan  
SECTION 5 – Responsiveness / Current Work Load  
SECTION 6 – Available Services / Unit Cost



Any response that exceeds the referenced page limitation shall BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL NOT BE EVALUATED. If there are any questions regarding format requirements, please contact Vanessa Barahona, Chief Procurement Officer, prior to submission of documents.

## SECTION 1 – LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. Any submittal letter that omits any of the following information may be deemed ‘non-responsive.’ The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal. The Letter of Submittal shall be signed by one of the persons so identified.
2. If a joint proposal is being submitted, identify the firms and disclose the percentage of the work/services to be executed by each firm. NM preference will not be considered for this solicitation to allow for federal funding to be utilized if applicable, pursuant to 13-1-21 J. NMSA 1978.
3. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate, and complete, and that the firm is bound by all information, data, certifications, disclosures, and attachments submitted.
4. Acknowledge that the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as ‘non-responsive.’
5. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is ‘responsible.’
6. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures, and addendum shall be incorporated as part of the Contract.
7. Acknowledge the receipt of all addenda to this RFP and list them by number.
8. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources, and other required capabilities to successfully perform the contract, or will achieve the same through its prelisted subcontractors.

## SECTION 2 – CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS

Completely fill out the attached General Contractor Statement of Qualifications form and its associated attachments, providing all requested information.

## SECTION 3 – PAST PERFORMANCE / FAMILIARITY WITH AREA

Provide the following information through a written narrative and documentation:

- a. Past performance summary and past capability to meet schedules, budgets, project requirements for comparable Government projects, specifically in Southwest New Mexico. Provide five (5) examples of prior projects in Southwest New Mexico. The documentation shall include:
  1. Was the project completed early? If yes, how was that accomplished?
  2. Was the project completed late? If yes, how many days and why?
  3. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
  4. Were there any outstanding issues remaining after the warranty inspection?
  5. Did your firm refuse to do additional work requested by the owner? If yes, why?
- b. Evidence of past performance quality and overall customer satisfaction.
- c. Record of compliance with applicable laws and regulations on past projects.
- d. Past record of achievement of health and safety targets.
- e. Control of Cost
- f. List of references
- g. Evidence of local (within New Mexico) staffed office.

Offers are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

## SECTION 4 – MANAGEMENT / QUALITY CONTROL / QUALITY ASSURANCE PLAN

Provide the following information:

- a. Management Team: provide an organization chart of the Management Team, and relative experience of the team.
- b. Describe the technical approach to the project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
- c. Quality Control plan and specifications for offered services.
- d. Quality Assurance plan and specifications for offered services.
- e. Safety plan and safety history for the past 2 years.

## SECTION 5 – RESPONSIVENESS / CURRENT WORK LOAD

Provide the following information:

- a. Approach to responding to requests for services from the County.

- b. Typical lead time for relevant offered services, include seasonal constraints and planning considerations taken into account by your company.
- c. Has your company in the past 5 years been unable to schedule and provide any requested services?
- d. Provide schedule or projects, include client, provided in the past 12 months.
- e. Do you currently have work scheduled for the upcoming 6 months? Provide a tentative schedule, including clients.

## SECTION 6 – AVAILABLE SERVICES / UNIT COST

Provide the following information:

- a. Schedule of Offered Services relevant to this proposal
- b. Associated Unit Measurement & Cost for Offered Services.

## IMPORTANT NOTE ON THE PROPOSAL’S CONTENTS:

Regarding the apparent duplication of required information between certain Attachments of the Contractor’s Statement of Qualifications and the other sections of the Proposal:

The intention of Sections 4, 5, and 6 of the Proposal is to provide a place for the proposer to make a concise presentation of the strengths of the proposed team in the exact categories that the committee will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Proposal may be referenced within these Tabs, without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these Tab sections to make the proposer’s presentation more clear.

## ASSUMPTIONS / CONSTRAINTS PREFERENCES

Grant County will not consider proposals which appear to offer less than what is requested in the request for proposals.

## EVALUATION CRITERIA

A maximum total of 1,000 points are possible in scoring each proposal for the evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors.

The Proposal shall consist of 1,000 points total.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

### **PROPOSAL**

Qualifications	100 points
Past Performance	350 points
Management Plan	200 points
Responsiveness	200 points
<u>Unit Cost</u>	<u>150 points</u>
Subtotal of Technical Proposal	1,000 points

Grant County reserves the right to award multiple Proposers, based on the highest ranked Proposers in accordance with the Request for Proposals. Grant County reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contracts to the Proposers whose Proposal deems to be in the best interest for Grant County.

## CONTRACT ISSUES

The offeror shall also be bound by the following terms and conditions.

1. **INDEPENDENT CONTRACTOR**

The Contractor acknowledges that it is an independent contractor and not an employee of the County for the purposes of various State of New Mexico and Federal statutes and/or regulations, including, but not limited to, application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Federal Social Security Act, Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, New Mexico Revenues and Tax Laws, New Mexico Worker's Compensation law, and the New Mexico Unemployment Insurance Laws.

2. **OWNERSHIP OF DOCUMENTS**

All documents produced and submitted as a Work Product by the Contractor under the Agreement shall become the property of the County and may not be used by the Contractor without the County's written consent. The County shall only use such documents for current or future needs of the County.

3. **EXTENT OF AGREEMENT**

The Agreement Documents represent the entire and integrated Agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral; however, the proposal by the Contractor shall be fully incorporated as if it were shown here. The Agreement may be amended only by written instrument signed by both the County and Contractor. Any monies to be paid by the County other than in the current fiscal year are subject to annual appropriation. The provisions of the Agreement shall extend to and be binding upon the respective parties hereto, their successors and assigns.

4. **ASSIGNMENT OR TRANSFER OF CONTRACT**

The Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or its rights, title or interest (in or the same) without previous written consent of the County.

5. **INDEMNIFICATION AND CLAIMS**

The Contractor shall, to the fullest extent provided by law, indemnify and hold harmless the County, its officers, directors, and employees against claims, damages, liabilities, or costs, including reasonable attorney's fees arising out of the negligent acts or errors and/or omissions by the County or its subcontractors in the performance of its duties under this Agreement.

6. **COMPLIANCE WITH LABOR LAWS**

Contractor agrees to comply with all existing State and Federal Labor Laws, including Equal Employment Opportunity Commission (EEOC), in the performance of the work and further agrees to insert this provision in all subcontractors hereunder.

7. **DURATIONS OF CONTRACT**

The contract awarded as a result of this solicitation shall remain in effect for one year, with option to renew automatically each year for a total of four years unless revoked by approved Grant County Personnel.

8. **VENUE AND LAW**

Venue for any and all legal actions regarding the transaction covered herein shall lay in the District Court, in Grant County, State of New Mexico, and these transactions shall be governed by the laws of the State of New Mexico.

9. CANCELLATION OF AGREEMENT  
Either party may cancel this Agreement upon ten (10) days written notice to the other party. Upon termination the County shall pay the Contractor for all submitted Work Products, subject to quality assurance review by the County.
10. COUNTY FURNISHED INFORMATION  
The County shall not hold the Contractor responsible for any errors or omissions in materials and documents provided by the County related to performance of this Agreement.
11. LAW PERMITS AND LICENSES  
The Contractor agrees to abide by all applicable laws, regulations, and administrative rulings of the United States, the State of New Mexico, Grant County, and to obtain all necessary licenses and permits in connection with implementing the Agreement.
12. NOTICES AND REPRESENTATIVES  
All notices required by this Agreement shall be submitted in writing to the offices and parties and addresses indicated below.

COUNTY'S REPRESENTATIVE

Vanessa Barahona  
Chief Procurement Officer  
Grant County  
1400 Highway 180 East  
P.O. Box 898  
Silver City, NM 88062

CONTRACTOR'S REPRESENTATIVE

Name  
Position Title  
Company Name  
Street Address  
City, State, ZIP Code

LIMITATIONS

1. FORMAT REQUIREMENTS  
Organize your responses based on the RFP Requirements in Section 2.0. Failure to comply may void your proposal.
2. LIMITATION OF LIABILITY  
Neither the County nor any of its employees or elected officials shall bear any responsibilities or liability for any costs, debts, obligations, or losses sustained or incurred by any firm or business as a result of their effort or attempt to respond to the RFP.
3. CONTRACT ADDENDUM  
Your proposal, in its entirety, will be considered to be an addendum to the contract.
4. MATERIALS  
All materials received with your response will be returned at the discretion of the County. Please send only those materials required to evaluate your services. Data submitted through the solicitation process becomes available for public scrutiny as a matter of public record; therefore, the County cannot assure the confidentiality of any documents submitted.

5. CLARIFICATION

Proposers are required to explain and clarify any and all conditions imposed on or included in their responses to the RFP. Proposers further understand and agree that they have an affirmative duty to inquire about and clarify any RFP item that they do not fully understand or reasonably believe may be susceptible to more than one interpretation.

6. AWARD

The Board of County Commissioners may, at its sole discretion, choose not to make an award for this Request for Proposal.

## PROPOSAL FORM

### GRANT COUNTY RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT

*This page and all others marked "Proposal Form" shall be completed and submitted with proposal.*

#### VENDOR CERTIFICATION INFORMATION

By signing this page and submitting a proposal, offeror hereby agrees that they have read and understand all terms, conditions and requirements set forth in this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone/Fax Number(s)

\_\_\_\_\_  
E-mail Address (If applicable)

Addenda acknowledgement (if applicable):

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Statement of Non-Discrimination: \_\_\_\_\_ does not discriminate on  
the basis of color, national origin, sex, religion, age or disabled status in employment of the provision of services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**PROPOSAL FORM**

**GRANT COUNTY**

**RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT**

**NON-COLLUSIVE OFFER CERTIFICATION**

By submission of a proposal, each offeror and each person signing on behalf of any offeror entities, and in the case of a joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

- (1) The prices and terms in this offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating the proposal with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the terms and prices which have been offered in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to award, directly or indirectly, to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. I, hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## **PROPOSAL FORM**

### **GRANT COUNTY**

#### **RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body during the two (2) 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 (2) years prior to the date the contractor signs the contract, if the aggregate total 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 (\$250.00) over the two (2) year period.

ANY PROSPECTIVE CONTRACTOR MUST FILE THIS FORM 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 un-reimbursed travel or other personal expense of an individual who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

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

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

PROPOSAL FORM

GRANT COUNTY

RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT

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

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

Name(s) of Applicable Public Official(s): (must list the names of all current elected officials which will either be involved with the award of a contract, i.e. commissioners} and any elected officials who will either serve on the evaluation committee, be involved in the award of a contract or who will be approving payments under any awarded contract.

DISCLOSURE OF CONTRIBUTIONS

Contributions made by: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature, Title, Date

--OR--

**NO CONTRIBUTION(S) IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature, Title, Date

**PROPOSAL FORM**

**GRANT COUNTY**

**RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

1. Are you or is any member of your immediate family an employee of Grant County or elected or appointed to a committee, subcommittee, or council under the direction of Grant County?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list the name(s) of the employee or member:

---

---

2. Do you have any other business or personal relationships, not covered in your answer to Question 1 above, that could appear to be a conflict of interest?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If Yes, please provide details:

---

---

---

3. Does your firm have a formal, written policy regarding employee conduct?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone/Contact Number: \_\_\_\_\_

**PROPOSAL FORM**

**GRANT COUNTY**

**RFP 26-05 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF GRANT**

**PLEASE INCLUDE A CURRENT,  
COMPLETED AND SIGNED IRS FORM W-9  
FOR YOUR COMPANY IN THE PROPOSAL  
HERE (REPLACES THIS SHEET).**