

GRANT COUNTY, NM



REQUEST FOR PROPOSALS

RFP Number: 26-04

RFP Title: Emergency Shelter and Emergency Operation Center
Generators Project

Release Date: January 23, 2026

Due Date/Time: **March 4, 2026** 3:00 p.m. (local time)

Purchasing Contacts: Gabriella Orosco, Assistant Finance Director
Grant County Finance Department
1400 Highway 180 East
P.O. Box 898
Silver City, NM 88062
Phone: (575) 574-0019
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**Commodity Code Class
& Description:** 92672–Planning and Advisory Service, Environmental

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SEQUENCE OF EVENTS

	Action	Responsibility	Date/Time/Location
1	Issuance of RFP	County	January 23, 2026
2	Pre-Proposal Conference & Location	County	February 2, 2026 Grant County Administration (Red Room) 10:00 A.M.
3	Notice to County of Intent to Propose <i>(mandatory)</i>	Potential Offerors	February 4, 2026
4	Proposal Question Deadline	Potential Offerors	February 6, 2026
5	Response to Written Questions	County	February 20, 2026
6	Submission of Proposals	Offerors	March 4, 2026 3:00 PM
7	Proposal Evaluation	Evaluation Committee	March 5, 2026 – March 13, 2026
8	Selection of Finalists / Best and Final Offers	Evaluation Committee & Finalist(s)	March 13, 2026 – March 20, 2026
9	Proposal Presentations/Interviews <i>(optional)</i>	Evaluation Committee & Finalist(s)	<i>TBD</i>
10	Contract Award	County	April 6, 2026
11	Protest Deadline	Offeror(s)	April 23, 2026
12	Contract Initiation	County & Contractor	April 24, 2026

*Dates and times are subject to change at the discretion of the County. All efforts will be made to notify any potential Offerors.

PUBLICATION INFORMATION

Newspaper	Silver City Daily Press	Publish Date 01/23/2026
Website	https://publicpurchase.com/gems/browse/home	Publish Date 01/23/2026
Website	https://grantcountynm.gov/	Publish Date 01/23/2026

INTRODUCTION AND SOLICITATION DESCRIPTION

The County of Grant is requesting competitive sealed proposals from qualified contractors to purchase and install two (2) emergency stand-by generators, along with maintenance and repair contracts for those generators to be located at two (2) facilities as stated in this RFP.

DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" or **"Purchasing Agency"** means the County, County of Grant, and Grant County.

"Chief Procurement Officer" means the person holding the position as the head of the central procurement office for the County of Grant, may also be referred to as "Procurement Officer," "Purchasing Agent," "Procurement Manager," or "CPO."

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

"Contract Administrator" means the individual designated by the Agency to administer the contract after it has been executed.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager, including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Key Personnel" means the staff provided by a Contractor or a Subcontractor with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the Agency and/or the Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production, or service facilitates personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

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

NOTICE TO OFFERORS

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award.

The County will open all proposals, assign an evaluation committee and evaluate all proposals, determine the need for, conduct any negotiations, and make a final recommendation to the Board of County Commissioners for award of the agreement or contract. The agreement or contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The County reserves the right to reject any or all proposals, cancel the RFP in its entirety, or waive irregularities at its option when it is in the best interest of the County.

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

SECTION 1 - INSTRUCTIONS

1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County has established a single point of contact throughout the procurement process. From the issue date of this RFP until a successful Offeror(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with County personnel concerning this RFP or the evaluation process must be solely to the contact person (or designee) listed on the cover page of this RFP.

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of County Commission or County staff on any matter having to do in any respect with this RFP other than outlined herein. Questions and requests for information regarding this RFP, site visits, or other requirements shall be presented to the County as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any proposal. Offerors shall have no claim against the County for failure to obtain information made available by the County, which the Offeror could have remedied through the exercise of due diligence.

2) PRE-RESPONSE INFORMATION AND QUESTIONS

Each response received in a timely manner will be evaluated on its merit and the completeness of all requested information. In preparing responses, Offerors are advised to rely only upon the contents of this RFP, its accompanying documents, and any written clarifications or addenda issued by the County. If an Offeror finds a discrepancy, error, or omission in the RFP package or requires any written addendum thereto, the Offeror is requested to notify the Finance Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. All questions must be submitted in writing to the Finance Contact only before the Pre-Response Question Deadline indicated on the front of this document. *The County is not responsible for any oral instructions.*

3) RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the County. Potential Offerors ***must return the mandatory*** "Notice of Intent to Propose" Form (Appendix A) in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your firm is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

4) PRE-PROPOSAL CONFERENCE

The date, time, and location of the meeting (if any) are indicated on the Sequence of Events of this RFP. All Offerors are strongly encouraged to attend any scheduled meetings.

5) RESPONSE SUBMISSION

To be considered, the Response must be prepared in the manner and detail specified in this RFP.

- a. Responses may be submitted either electronically or physically.
 - If submitting electronically, please email Gabriella Orosco, gorosco@grantcountynm.gov.
 - If submitting a physical copy, it must be submitted and addressed to Gabriella Orosco, Assistant Finance Director, at 1400 Highway 180 East, Silver City, New Mexico 88061, on or before the date and time indicated as the deadline.
- b. It is each Offeror's responsibility to ensure that the Finance Contact receives its Response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays.
- c. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for the County's adopted holidays.
- d. Responses received after the above deadline will not be accepted. The County's Finance Contact timestamp shall be the official time.

- e. The opening and receipt of a Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- f. Responses must be submitted in a *sealed* envelope/box if submitting a physical copy. All responses must contain the RFP Number, Offeror's Name, Mailing Address, Contact Number, and Email Address.
- g. Submission of a Response establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the County's Procurement Policy, and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- h. All prices and notations, if applicable, must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out, and the person(s) signing the Response must initial corrections in ink.
- i. Responses sent by telegraph, facsimile, or electronic mail will not be considered.
- j. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Response will become the property of the County.
- k. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

6) **RESPONSE SIGNATURES**

An authorized official must sign the Responses. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.

7) **CONTRACT AWARD**

The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total RFP. The County may waive informalities if it is in the County's interest. The award shall be made to the responsive and responsible Offeror whose proposal is the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. Qualifications-based proposals are based on Offerors' qualifications to perform the required scope of work. Responses will be evaluated and assigned scores. The Offeror(s) to whom the award recommendation is made will be notified at the earliest possible date. The County will then negotiate a contract with the top-ranked Offeror for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Offeror within fourteen (14) days, then the County may recommend the next most responsive and responsible Offeror.

Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Offeror's RFP does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Offeror has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Offeror non-responsive.

8) **RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

9) **DUPLICATE RESPONSES**

No more than one (1) Response from any Offeror, including its subsidiaries, affiliated companies, and franchisees, will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

10) **WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of the Response. No Response may be withdrawn after the deadline for submission.

11) REJECTION

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

12) PROCUREMENT POLICY

Procurement for the County will be handled in a manner providing a fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.

13) COMPLIANCE WITH LAWS

The Offeror must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result. In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations, and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

14) CONFIDENTIALITY

It is understood by the Offeror and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Offeror has responded to a County RFP and marked all or any part of the information submitted as "Confidential Information" or as "Proprietary Information," the County agrees to notify Offeror of any third-party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Offeror provides the County with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request. Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

15) NON-DISCRIMINATION

The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Offeror must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Offeror must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

16) NO RESPONSE

Businesses that receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in the removal of the business's name from all bidder lists.

17) CONTRACT NEGOTIATION

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Offeror within 30 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. There is no contract until the County's policies have been fulfilled.

18) DISQUALIFICATION OF OFFERORS

Any one or more of the following causes may be considered sufficient for the disqualification of an Offeror and the rejection of the Response:

- a. Evidence of collusion among Offerors.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

19) DISCUSSIONS

Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If, during discussions, there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of a Response to writing.

20) SUBCONTRACTORS

In an effort to promote supplier diversity, the County encourages Offerors to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County. The Contract will not be assignable to any other business entity without the County's approval.

21) OFFEROR RESPONSIBILITIES

The Offeror must be capable, either as a firm or a team, of providing all services as described under Section 2 and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as a cause for rejection. The Successful Offeror must remain capable of providing all services as described under Section 2 and must maintain those capabilities until the agreement is successfully finished. The successful Offeror will be responsible for all services in this Response, whether they are provided or performed by the Successful Offeror or Subcontractor(s). Further, the County will consider the Successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Offeror must identify all Subcontractors and the Services they provide. The Successful Offeror is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

22) COUNTY PARTICIPATION

The County will provide appropriate personnel support for the implementation of these agreements. The Offeror's Response should identify any County Full-Time Employees required and tasks to be performed by County personnel. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Offeror and will coordinate overall management and administration of the contract for the County.

23) DISCLOSURE OF CONTENTS

All information provided in the response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract, except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their Responses other than authorized by this RFP. An Offeror who shares cost information contained in its Response with other County personnel or competing Offeror personnel shall be subject to disqualification.

Offerors shall not be provided any information about other Responses or prices or where the Offeror stands in

relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor, or an affiliated party may be viewed as a compromise to the evaluation process, and the requesting Offeror may be eliminated from further consideration.

24) PROPOSAL EVALUATION

An evaluation committee will evaluate proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If fewer than three proposals are received, the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

25) PROTESTS

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from the County.

The protest must be delivered to the County Manager's Office, Assistant Finance Director, 1400 Highway 180 East, Silver City, New Mexico 88061, within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted.

In the event of a timely protest under this section, the County shall not proceed further with procurement unless the Chief Procurement Officer makes a determination that the award of the Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978). The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. The Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Offeror has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

26) OFFEROR QUALIFICATIONS

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

27) RIGHT TO WAIVE MINOR IRREGULARITIES

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

28) CHANGE IN CONTRACTOR REPRESENTATIVES

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

29) NOTICE OF PENALTIES

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

30) COUNTY RIGHTS

The County of Grant reserves the right to accept all or a portion of an Offeror's proposal.

31) MULTIPLE AWARDS

The County does not intend to make multiple awards; however, the County reserves the right to make multiple awards of the items, projects, and/or sections of this RFP.

32) RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in the disqualification of the Offeror's proposal or termination of the contract.

33) OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as the award is made. Any unsuccessful Offeror wishing to retrieve copies of their proposal must do so within two weeks after the award.

34) ELECTRONIC MAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

35) STATUS OF SUCCESSFUL OFFERORS.

The successful Offeror(s) is an independent contractor performing services for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites, or allowances normally afforded only to employees of the County. The successful Offeror(s) acknowledge(s) that all sums received under the resultant contract are personally reportable by him/her for income, self-employment, and other applicable taxes.

36) ASSIGNMENT/TRANSFER

Assignment or transfer of this contract without the written consent of the County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.

37) EXCISE AND SALES TAX

The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting an invoice for payment.

38) DEBARMENT, SUSPENSION, AND INELIGIBILITY

By submitting a response to this Request for Qualifications, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.

39) PROCUREMENT UNDER EXISTING CONTRACTS

In accordance with NMSA 13-1-129 of the Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.

40) RESPONSIBLE OFFERORS

In accordance with NMSA 13-1-83 of the Procurement Code, Offerors to whom an award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in this Request for Proposals.

41) CONTRACT TERM

The County intends to enter into an initial one (1) year contract, with optional renewals, with the successful Offeror(s) for the services contemplated by this RFP. Any such contract will be subject to approval by the governing body, availability of funds, and other terms and conditions. Subsequent contract for the same services will be subject to a new RFP process and to the governing body approval as called for by law and County policies. The successful firm and/or individual shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order with the issuance of a Notice to Proceed.

The successful Offeror's contract will be submitted through the OSA-Connect Portal and will be sent electronically for review and approval by the OSA.

42) **RESIDENT BUSINESS/RESIDENT VETERANS BUSINESS PREFERENCE APPLIED**

The County will award an additional eighty (80) points (1,000 x 8%,) to a resident business or Native American resident business OR one hundred (100) points (1,000 x 10%,) to a resident veteran business that has annual gross revenues of up to six million (\$6,000,000.00) in the preceding tax year as outlined in sections 13-1-21 and 13-1-22 NMSA 1978. The Resident Business/Native American Resident Business/Veteran Business/Native American Veteran Business Preference Certification Form must be completed. The County will not award Offerors both a resident/Native American business preference and a resident/Native American veteran business preference. **This award will not be applied to any RFP that may be federally funded.**

43) **INSURANCE**

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The County must be named as an additional insured, where applicable.

The requirements are as follows:

e. Professional Liability:

- Minimum \$1,050,000.00 aggregate

f. Workers Compensation:

- Contractor shall comply with the provisions of the Worker's Compensation Act

g. Increased Limits:

- If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.

h. Malpractice/Errors & Omissions Insurance (if applicable:)

- Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

44) **ORAL PRESENTATIONS/INTERVIEWS**

It is at the discretion of the Evaluation Committee to hold oral presentations/interviews with the Offerors who are deemed, based on selection criteria, fully qualified and best suited among those submitting proposals. If oral presentations/interviews are held, the oral presentations/interviews will be based on re-evaluation of the above criteria. The Evaluation Committee may recommend an award based on the results of the ranking without oral presentations/interviews. If fewer than three proposals are received, the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued. During this time, the County may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions *shall not* be initiated by the Offerors. The Procurement Officer will schedule the date and time for oral presentations/interviews, if any.

45) **BEST AND FINAL OFFERS**

Finalist Offerors may be asked to submit revisions to their proposal for the purpose of obtaining best and final offers by the date indicated on the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

SECTION 2 - SCOPE OF SERVICES

The County of Grant exists to provide structure and order to enable the people to address their common need for safety, wellness, and community development. Services are provided through innovative leadership and teamwork in a fair, respectful, professional, and fiscally responsible manner. The County of Grant is susceptible to many hazards,

from Flash Flooding to Wildfires. These natural hazards continuously threaten the health, safety, and well-being of our citizens and visitors. Having a robust response and recovery posture is critical for a successful outcome when disasters and emergencies occur. A critical part of the response and recovery effort is to ensure County residents have an emergency shelter that has the ability to continuously operate during any disaster event, including prolonged power outages, to provide a safe environment with all health and medical needs required by the community. Also, ensuring the Public Safety Building and Emergency Operations Center (EOC) can continuously operate during the disaster or power outage is vital for operational communications and coordination. The County of Grant currently does not have this capability.

This project aims to bridge the gap in our response and recovery operations by installing generators at the Public Safety Building/EOC and the Convention Center/Emergency Shelter. It is the intent of this Request for Proposals to describe and ultimately make it possible for the County of Grant to contract for the purchase of two (2) new emergency stand-by generators. Specifications for the purchase of two (2) diesel-powered engine generators to be installed at the designated locations will be specified in the detailed scope of work. The deliverables for this project will be paid for by a combination of County funds and federal funds obtained by Grant County through a Hazard Mitigation Program Grant.

DETAILED SCOPE OF WORK

The County of Grant is accepting sealed proposals to purchase two (2) electric emergency stand-by generators, along with maintenance and repair contracts for those generators to be located at the Public Safety Building/EOC and the Convention Center/Emergency Shelter.

Public Safety Building/EOC Generator - Latitude 32°47'6.095"N, Longitude 108°15'35.275"W

MINIMUM REQUIREMENTS:

Cummins or comparable 450-kW diesel standby generator

- UL 2200/UL Certified
- 120/240V, Single Phase
- Controller
- Standard Limited Warranty
- Corrosion-proof sound enclosure
- Runs on Diesel Fuel
- Delivery to the generator site location, offload, and placement
- Startup, onsite testing, owner training, warranty initiation, and installation at the designated location
- Battery and battery installation

Automatic Transfer Switch (ATS) – OTEC600, Power Command, 600 Amps

- Two pole, 240V, single phase
- Standard limited warranty
- Corrosion-resistant enclosure
- Installation, including mounting

Concrete Mounting Pad

- Poured concrete pad

Electrical Wiring

- Wiring of ATS to the existing main panel service
- Wiring and connections to the generator system
- Supply wiring for ATS and generator

Fencing

- Construct 6' privacy fence around 3 sides with an access gate

Convention Center/Emergency Shelter - Latitude 32°47'18.145"N, Longitude 108°14'35.599"W

MINIMUM REQUIREMENTS:

Cummins or comparable 1000-kW diesel standby generator

- UL 2200/UL Certified
- 480V, Three Phase
- Controller
- Standard Limited Warranty
- Corrosion-proof sound enclosure
- Runs on Diesel Fuel
- Delivery to the generator site location, offload, and placement
- Startup, onsite testing, owner training, warranty initiation, and installation at the designated location
- Battery and battery installation

Automatic Transfer Switch (ATS) – CXR1600, Power Command, 1600 Amps

- Three pole, 480V, Three phase
- Standard limited warranty
- Corrosion-resistant enclosure
- Installation, including mounting

Concrete Mounting Pad

- Poured concrete pad – site has an existing concrete pad that may be acceptable

Electrical Wiring

- Wiring of ATS to the existing main panel service
- Wiring and connections to the generator system
- Supply wiring for ATS and generator

Fencing

- Construct 6' privacy fence around 3 sides with an access gate

Both generator components shall comply with NFPA 30 code, NFPC 37, 110 standards, and CSA C282 code. Offeror will specify the conditions of the warranty and the warranty service provider's physical address and contact phone number. Included with the warranty, offeror will include an Operators and Maintenance/Parts Paper Manual and digital copy. Offeror will also provide an **Annual Routine Maintenance Contract – 4 Years**. Offeror shall perform all scheduled maintenance. Offeror shall furnish all labor, tools, materials, equipment, supplies, and supervision necessary to install facility backup generators. All work associated with the local electric company provider is at the expense and responsibility of the offeror.

SECTION 3 - SCHEDULE AND TIMEFRAMES

As shown below, Grant County has developed a schedule for the Emergency Shelter and Emergency Operation Center Generators Project, including timeframes for established deliverables. These schedules and timeframes have been approved by reviewed by NM DHSEM. If the Offeror wishes to propose a different schedule or task timeframes, the Offeror's proposed schedule and/or timeframes should be included in the proposal.

Please note that a 15-month maximum schedule for the Emergency Shelter and Emergency Operation Center Generators Project is expected. The Offeror may propose a shorter schedule provided that all Tasks are accomplished and provided that the Offeror has sufficient capacity to meet the more aggressive schedule.

Meeting timeline and deliverables outline below:

1. Provide a preliminary project plan that includes projected dates for key deliverables by April 27, 2026
2. Prepare and inspect the site by May 26, 2026
3. Equipment purchase by June 29, 2026
4. Pad installation by January 25, 2027
5. Generator, Fuel Tank, and Transfer Switch Installation by April 26, 2027
6. Fence and/or Enclosure Installation by May 25, 2027
7. Equipment Inspections, Testing, and Project Completion by June 28, 2027

*Month 1 is set aside for contracts finalization, contractor orientation, and other start-up activities.

SECTION 4 - SPECIFICATIONS

TECHNICAL SPECIFICATIONS

While compiling your proposal, the following items must be addressed in a narrative response format:

1. Submittal Letter

Submit a formal transmittal letter on *official company letterhead* that contains the Offeror's general interest and capability to perform. It shall also include a brief summary of any information that you feel might be especially important to the County. Include a declaration of acknowledgement of the proposal response life of at least one hundred twenty (120) calendar days from the solicitation due date. Include a statement of acceptance of all terms and conditions of the RFP or state any conditions that are not accepted the reasons for non-acceptance. Include the name, title, address, telephone number, fax number, and e-mail address; this contact person will be used for any questions regarding your proposal. An authorized representative must sign this letter.

2. Organizational Experience

Offerors **must**:

- a. Provide a description of relevant experience with purchasing and installing large-capacity diesel generators. The experience of all proposed team members and subcontractors, if any, must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge of large-capacity diesel generators.
- b. Provide a proposed general work plan that supports Offeror's ability to meet the 15-month deadline for completion of the Emergency Shelter and Emergency Operation Center Generators Project.
- c. Identify key project staff, task leaders, and sub-consultants along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced, which demonstrate their qualifications to satisfy all the critical and service requirement areas. The participating governments reserve the right to approve or disapprove all sub-consultants prior to any work being performed.

3. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for municipal, county, regional, or state government clients within the last three years. **Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the Procurement Officer.** It is the Offeror's responsibility to ensure the completed forms are received on or before March 4, 2026, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Assistant Finance Director and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the

Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);

- d. Staff assigned to reference engagement that will be designated for work per this RFP; and
- e. Client project manager name, telephone number, fax number, and e-mail address.

4. Business Specifications

A. Business Requirements

Each Offeror must certify that it meets all the following minimum qualifications:

- a. Offeror must be in compliance and good standing with federal and state government programs and regulations.
- b. Offeror must be in good standing with employee protections such as workers compensation insurance.

B. Minimum Qualifications

Each Offeror must certify that it meets all the following minimum qualifications.

- i. Must perform the services required by RFP# 26-04 and adhere to all requirements, specifications, terms, and conditions of such RFP.
- ii. Must have an active business license with the State of New Mexico.
- iii. Must have successfully installed at least one large capacity diesel generator, and preferably three large capacity diesel generators (does not have to be in New Mexico).
- iv. Must possess professional liability insurance, in accordance with Section 8.I of 2.2.2 NMAC, covering any error or omission committed during the term of any contract awarded under this RFP.
- v. Must have an internal quality control system in place and external quality control reviews conducted in accordance with Section 14.C of 2.2.2 NMAC.
- vi. Must take all reasonable and commercially accepted measures to ensure the security and confidentiality of information and data provided by NMAC.
- vii. Must be independent and have no interest, not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under any contract entered into by Grant County and the Offeror.
- viii. Must have a positive net worth as of the submission date of its proposal, and that it shall maintain a positive net worth for the duration of any contract entered into with Grant County.
- ix. Must comply with confidentiality requirements as stated in the contract.
- x. Must comply with all requirements of the most recent Audit Rule.
- xi. Mandatory to have Federal Unique Entity ID (Sam.gov ID): Offeror must provide Federal Unique Entity Identifier as all entities who conduct business with the Federal Government are required to submit this information to confirm eligibility to engage in business with the Federal Government.

5. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

6. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different, but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

7. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by cost per hour, with the amount not to exceed. All charges listed on APPENDIX C must be justified and evidence of need documented in the proposal.

8. Resident Business Preference

Not applicable due to the use of federal funds to complete the project.

Proposal Format Requirements

Physical Copy Submission

Number of Copies

Three (3) PDF copies containing no other material than the entire Response must be submitted.

Electronic Copy Submission

One PDF copy can be emailed.

SECTION 5 – EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors	Points Available
Total Purchase Price/Cost	50
Organizational References & Recommendations	15
Business Requirements & Minimum Qualifications	15
Annual Maintenance & Service Cost for Future Years	15
Product Warranty	5
Notice of Intent to Propose	Pass/Fail
RFP Response Form	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
TOTAL POINTS	100
9a. New Mexico Preference: Resident Vendor Points	N/A—
9b. New Mexico Preference Resident Veterans Points	N/A—
9c. Native American Preference	N/A—

EVALUATION FACTORS

1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions as per APPENDIX E. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. Business Requirements & Minimum Qualifications

Points will be awarded based on verification of business requirements and clarity of the response of the engagements cited and the perceived validity of the response.

4. Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} = X \text{ Available Award Points}$$

5. Notice of Intent to Propose

Pass/Fail only. No points assigned.

6. RFP Response Form

If required. Pass/Fail only. No points assigned.

7. Signed Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

SECTION 6 – CONTRACT WITH FEDERAL PROVISIONS

GRANT COUNTY, NM GENERATOR PURCHASE AND INSTALLATION AGREEMENT LOCATED AT EMERGENCY SHELTER AND PUBLIC SAFETY BUILDING/EOC

THIS AGREEMENT is made and entered into on this ____ day of _____ by and between the County of Grant, New Mexico ("County") and _____. ("Contractor").

WHEREAS, the County issued RFP No. _____ for the Emergency Shelter and Emergency Operation Center Generators Project on _____, (the "RFP") to which the Contractor submitted its response dated _____ (the "Contractor's Response," further described below);

WHEREAS, based on the Contractor's Response, the County has awarded a contract to the Contractor through a competitive solicitation process under NMSA Section 13-1-112 and has determined to engage the Contractor to provide certain services as provided in the RFP and the Contractor's Response;

WHEREAS, the Contractor has agreed to provide the Services to the County, and the County has agreed to accept the Services, upon the terms and conditions outlined in the Contractor's Response and set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Contractor and County hereby agree as follows:

Scope of Services: The Contractor will perform the tasks necessary to complete the Emergency Shelter and Emergency Operation Center Generators Project as identified on the RFP Scope of Services, attached hereto as "Exhibit A".

Term This Agreement will commence on the day first written above and will continue through _____ with the parties having the option to agree to renew for up to three (3) additional one (1) year terms, contingent on the availability of funds. Contractor and County must mutually agree to any renewal in writing, which shall be on terms and conditions mutually agreed upon by Contractor and County in writing. Total renewals shall not exceed four (4) years in duration. Further, the County and the Contractor reserve the right to terminate this agreement in writing for no cause by giving a ten (10) day notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the County agrees to pay the Contractor at the rates described, attached hereto as Exhibit "B", which shall constitute full and complete payment for said services and all expenditures which may be made, and expenses incurred, except as otherwise expressly provided in this Agreement. As mutually agreed, the Contractor may perform on a lump sum basis. Payment will be made for services rendered when an itemized invoice showing charges for such services and accompanied by any additional documentation requested by the County. The Contractor is responsible for submitting itemized invoices to the County. Payment shall be due within thirty (30) days from receipt of invoice.

Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the County and the Contractor.

Equal Opportunity: The Contractor agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

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

Insurance: The Contractor is responsible for maintaining its own General Liability insurance and Automobile insurance. The Contractor shall maintain in full force at all times during the term of this Agreement, workers' compensation as required by any statutory obligations, as identified with the solicitation documents.

Certificates of Insurance acceptable to the County shall be filed with the County within ten (10) days after the Notice or Award. The Certificates of Insurance shall:

- a. Show an expiration date; Contractor shall provide a renewal certificate at least fifteen (15) days prior to the expiration date.
- b. Contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the County.

The Contractor shall procure and maintain, at their own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of the Contractor's employees engaged in hazardous work under this contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

Hold Harmless and Indemnification: The Contractor agrees for itself, its heirs, employees, assigns, and legal representatives to defend, indemnify and hold harmless the County and all of its officers, servants, agents, and employees wheresoever, from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any sources which may arise out of the performance of this Agreement, caused by the willful or negligent acts, or failure to act, of the Contractor, its officers, employees, servants, subcontractors or agents. Liability shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act. Section 41-4-1 m eq seq., NMSA 1978.

Non-Appropriation: The Parties agree that the terms of this Agreement are contingent upon sufficient appropriations on the part of Grant County. If sufficient appropriations are not available, the County shall provide Contractor with reasonable written notice of the lack of funding, and either Party may terminate this Agreement upon 30 days' written notice. The County's determination as to whether sufficient appropriations are available to fund the Agreement shall be final and accepted by the Contractor.

Governing Law and Jurisdiction: The law of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G).

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

Conflict of Interest: The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor also warrants that the requirements of the Governmental Conduct Act, NMSA 1978 Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

Assignment: This Agreement shall not be assigned in whole or in part by either party without the express written consent of both parties, which consent shall not be unreasonably withheld or delayed; however, that Contractor may assign this Agreement without County's consent in connection with a merger, acquisition, or corporate restructuring involving all or substantially all of the assets of Contractor; provided that any assignee shall be in compliance with the terms of this Agreement as of the date of such assignment.

Gratuities: If the County finds after a notice and hearing that the Contractor or its agent or representatives offered or gave gratuities to any official, employee, or agent of the County in an attempt to secure this agreement, or favorable treatment in awarding, amending, or making determinations related to the performance of this agreement, the County may, by written notice, terminate this agreement. The County may also pursue other rights and remedies that the law or the agreement provides. However, the existence of the facts on which the County bases such findings shall be in issue and may be reviewed in proceedings under such remedy of the agreement.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARD – APPENDIX II TO PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889, for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contact Information: The parties' representative and locations are as follows:

Grant County
Grant County Finance Department
Gabriella Orosco, Assistant Finance Director
1400 Highway 180 East
P.O. Box 898
Silver City, NM 88062
(575) 574-0019
gorosco@grantcountynm.gov

EXHIBIT A

SECTION 2 - SCOPE OF SERVICES

The County of Grant exists to provide structure and order to enable the people to address their common need for safety, wellness, and community development. Services are provided through innovative leadership and teamwork in a fair, respectful, professional, and fiscally responsible manner. The County of Grant is susceptible to many hazards, from Flash Flooding to Wildfires. These natural hazards continuously threaten the health, safety, and well-being of our citizens and visitors. Having a robust response and recovery posture is critical for a successful outcome when disasters and emergencies occur. A critical part of the response and recovery effort is to ensure County residents have an emergency shelter that has the ability to continuously operate during any disaster event, including prolonged power outages, to provide a safe environment with all health and medical needs required by the community. Also, ensuring the Public Safety Building and Emergency Operations Center (EOC) can continuously operate during the disaster or power outage is vital for operational communications and coordination. The County of Grant currently does not have this capability.

This project aims to bridge the gap in our response and recovery operations by installing generators at the Public Safety Building/EOC and the Convention Center/Emergency Shelter. It is the intent of this Request for Proposals to describe and ultimately make it possible for the County of Grant to contract for the purchase of two (2) new emergency stand-by generators. Specifications for the purchase of two (2) diesel-powered engine generators to be installed at the designated locations will be specified in the detailed scope of work. The deliverables for this project will be paid for by a combination of County funds and federal funds obtained by Grant County through a Hazard Mitigation Program Grant.

DETAILED SCOPE OF WORK

The County of Grant is accepting sealed proposals to purchase two (2) electric emergency stand-by generators, along with maintenance and repair contracts for those generators to be located at the Public Safety Building/EOC and the Convention Center/Emergency Shelter.

Public Safety Building/EOC Generator - Latitude 32°47'6.095"N, Longitude 108°15'35.275"W

MINIMUM REQUIREMENTS:

Cummins or compatible 450-kW diesel standby generator

- UL 2200/UL Certified
- 120/240V, Single Phase
- Controllor
- Standard Limited Warranty
- Corrosion-proof sound enclosure
- Runs on Diesel Fuel
- Delivery to the generator site location, offload, and placement
- Startup, onsite testing, owner training, warranty initiation, and installation at the designated location
- Battery and battery installation

Automatic Transfer Switch (ATS) – OTEC600, Power Command, 600 Amps

- Two pole, 240V, single phase
- Standard limited warranty
- Corrosion-resistant enclosure

- Installation, including mounting

Concrete Mounting Pad

- Poured concrete pad

Electrical Wiring

- Wiring of ATS to existing main panel service
- Wiring and connections to the generator system
- Supply wiring for ATS and generator

Fencing

- Construct 6' privacy fence around 3 sides with an access gate

Convention Center/Emergency Shelter - Latitude 32°47'18.145"N, Longitude 108°14'35.599"W

MINIMUM REQUIREMENTS:

Cummins or compatible 1000-kW diesel standby generator

- UL 2200/UL Certified
- 480V, Three Phase
- Controller
- Standard Limited Warranty
- Corrosion-proof sound enclosure
- Runs on Diesel Fuel
- Delivery to the generator site location, offload, and placement
- Startup, onsite testing, owner training, warranty initiation, and installation at the designated location
- Battery and battery installation

Automatic Transfer Switch (ATS) – CXR1600, Power Command, 1600 Amps

- Three pole, 480V, Three phase
- Standard limited warranty
- Corrosion-resistant enclosure
- Installation, including mounting

Concrete Mounting Pad

- Poured concrete pad – site has an existing concrete pad that may be acceptable

Electrical Wiring

- Wiring of ATS to the existing main panel service

- Wiring and connections to the generator system
- Supply wiring for ATS and generator

Fencing

- Construct 6' privacy fence around 3 sides with an access gate

Both generator components shall comply with NFPA 30 code, NFPC 37, 110 standards, and CSA C282 code. Offeror will specify the conditions of the warranty and the warranty service provider's physical address and contact phone number. Included with the warranty, offeror will include an Operators and Maintenance/Parts Paper Manual and a digital copy. Offeror will also provide an **Annual Routine Maintenance Contract – 4 Years**. Offeror shall perform all scheduled maintenance. Offeror shall furnish all labor, tools, materials, equipment, supplies, and supervision necessary to install facility backup generators. All work associated with the local electric company provider is at the expense and responsibility of the offeror.

EXHIBIT B

**GRANT COUNTY, NM
COST PROPOSAL FORM**

Public Safety Building/EOC Generator

Cummins 450-kW diesel standby generator

Automatic Transfer Switch (ATS) – OTEC600, Power Command

Concrete Mounting Pad

Electrical Wiring

Fencing

Annual Routine Maintenance Contract – 4 Years

Total

Convention Center/Emergency Shelter Generator

Cummins 1000-kW diesel standby generator

Automatic Transfer Switch (ATS) – OTEC1600, Power Command

Concrete Mounting Pad (If needed)

Electrical Wiring

Fencing

Annual Routine Maintenance Contract – 4 Years

Total

*Offeror may attach additional sheets as needed

Printed Name/Title: _____

Authorized Signature: _____

SECTION 7 – REQUIRED FORMS

Forms included in this solicitation document

Appendix A, 1 Page: Notice of Intent to Propose (*Due: February 4, 2026*)

Appendix B, 1 Page: RFP Response Form

Appendix C, 1 Page: Cost Proposal Form

Appendix D: Campaign Contribution Disclosure Form

Appendix E: Organizational Reference Questionnaire

GRANT COUNTY, NM
NOTICE OF INTENT TO PROPOSE

RFP Number: 26-04
RFP Title: Emergency Shelter and Emergency Operation Center Generators Project

The undersigned agrees that they have received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form by the date and time listed herein. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP addenda that may be issued. Responses submitted without this form on file will be rejected as non-responsive.

This mandatory form must be returned on or before **by February 4, 2026, 5:00 p.m. (Local Time)**.

To: Gabriella Orosco, Assistant Finance Director
Grant County Manager's Office
1400 Highway 180 East
Silver City, NM 88062
Email: gorosco@grantcountynm.gov
Phone: (575) 574-0019 Fax: (575) 574-0073

FIRM: _____

REPRESENTED BY: _____
Printed Name & Title

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

ALTERNATE CONTACT PERSON: *This alternate may be used for all correspondence related to the RFP if the Representative indicates herein.*

NAME: _____ TITLE: _____

TELEPHONE: _____ E-MAIL: _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ Firm **DOES** intend to respond to this RFP OR _____ Firm **DOES NOT** intend to respond to this RFP

Authorized Signature: *Signature of the person authorized to sign for your firm.*

Signature

Date

**GRANT COUNTY, NM
RFP RESPONSE FORM**

Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation. The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

ADDENDA:

The undersigned has read, understands, and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s):

_____, _____, _____, (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Policy, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Procurement Policy.

NON-COLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. performance and payment bond).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

New Mexico CRS Number (if applicable)

GRANT COUNTY NM
COST PROPOSAL FORM

Public Safety Building/ECO Generator

Cummins 450-kW diesel standby generator

Automatic Transfer Switch (ATS) - OTEC600, Power Command

Concrete Mounting Pad

Electrical Wiring

Fencing

Annual Routine Maintenance Contract – 4 Years

Total

Convention Center/Emergency Shelter Generator

Cummins 1000-kW diesel standby generator

Automatic Transfer Switch (ATS) – OTEC1600, Power Command

Concrete Mountain Pad (If needed)

Electrical Wiring

Fencing

Annual Routine Maintenance Contract – 4 Years

Total

*Offeror may attach additional sheets as needed

Printed Name/Title: _____

Authorized Signature: _____

**GRANT COUNTY, NM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole-source contract.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

"Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or Page 2 of 3 DFA Disclosure form/April, 2006 unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**GRANT COUNTY, NM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Elected Officials Listing

Chris M. Ponce, Commissioner
Eloy H. Medina, Commissioner
Nancy Stephens, Commissioner
Eddie M. Flores, Commissioner
Thomas L. Shelley, Commissioner

Misty Trujillo, Assessor
Connie Holguin, Clerk
Mary Ann C. Sedillo, Probate Judge
Raul Villanueva, Sheriff
Patrick M. Cohn, Jr., Treasurer

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s): _____

Nature of Contributions (s): _____

Purpose of Contributions(s): _____

Signature

Date

Printed Name and Title

OR

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

Signature

Date

Printed Name & Title

Appendix E
GRANT COUNTY, NM

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to Gabriella Orosco, Assistant Finance Director, by March 4, 2026, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP 25-11; Emergency Shelter and Emergency Operation Center Generators Project Organizational Reference Questionnaire For:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to Grant County by e-mail at:

Name: Gabriella Orosco, Assistant Finance Director
Email: gorosco@grantcountynm.gov

This completed form must be submitted no later than 3:00 pm Mountain Daylight Time on **March 4, 2026**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Grant County Chief Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference: _____

Contact name and title/position: _____

Contact telephone number: _____

Contact e-mail address: _____

Project description: _____

Project dates (starting and ending) _____

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

2. How would you rate this firm's knowledge and expertise?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

6. Who were the vendor's principal representatives involved in your project, and how would you rate them individually?

Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: