

Elephant Butte Irrigation District
REQUEST FOR PROPOSAL (RFP)

WATER TREATMENT PLANT

RFP # EBID 2010-05

Procurement Conducted By:

ELEPHANT BUTTE IRRIGATION DISTRICT

**530 S. Melendres
Las Cruces, NM 88005**

August 16, 2010

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SECTION I -- INTRODUCTION

1.0 Overview

Elephant Butte Irrigation District (EBID) is a political subdivision of the State of New Mexico.

1.1 Purpose of Request for Proposal

Elephant Butte Irrigation District requests proposals for a Water Treatment Plant.

1.2 Summary Scope of Work

The Water Treatment Plant must be a completely integrated, factory built system, similar or equal to the Sweet WaterBoy Model SWB-150 manufactured by Siemens Water Technologies.

1.3 Scope of Procurement

This procurement consists of the purchase of one (1) Water Treatment Plant.

1.4 Purchasing Agent

EBID has designated a Purchasing Agent who is responsible for the conduct of this procurement. The Purchasing Agent's name and contact information are listed below.

Joe Atencio, Purchasing Agent

[E-Mail: jatencio@ebid-nm.org](mailto:jatencio@ebid-nm.org)

530 S. Melendres
Las Cruces, New Mexico 88005

Phone: (505) 526-6671 Ext. #415
FAX : (505) 526-1530

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Purchasing Agent. Offerors may contact **ONLY** the Purchasing Agent regarding the procurement. Other Elephant Butte Irrigation District (EBID) employees do not have the authority to respond on behalf of EBID.

1.5 Definition of Terminology

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Business Hours" means 7:30 a.m. to 4:30 p.m. Mountain Time Zone.

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

"Contractor" shall mean successful Offeror who signs a binding contract.

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

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

“EBID” means Elephant Butte Irrigation District.

“EC” is an acronym that stands for, and may be used interchangeably with, “Evaluation Committee”.

"Evaluation Committee" means a body appointed by EBID management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Purchasing Agent and the Evaluation Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

“Local Public Body” means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

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

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

"Procurement Distribution List" means the list of offerors whom, by returning the most currently required “Acknowledgement of Receipt” form (concerning the latest communication regarding a procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Purchasing Agent.

"Purchasing Agent" means the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that 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.

“Statement of compliance is required” or “Statement of concurrence is required” means that the offeror must include the specific stated language of the RFP in their response, along with explicitly stating their agreement to, or compliance with, the specification.

1.6 Procurement Library

EBID has established a Procurement Library. At this time the library contains a single document, Procurement Regulations, 1.4.1 NMAC. That document may be accessed directly from the New Mexico State Purchasing Division web site at the following address:

www.state.nm.us/spd

SECTION II -- CONDITIONS GOVERNING THE PROCUREMENT

2.0 Overview

This section of the RFP document contains the schedule for this procurement, describes the major procurement events and milestones, and specifies general conditions governing the procurement.

2.1 Sequence of Events

EBID will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	EBID	8/16/10 (Mon)
2. Pre-Proposal Conference	EBID, Potential Offerors (PO)	8/31/10 (Tue)
3. Return of Acknowledgment for Distribution List	Purchasing Agent	8/31/10 (Tue)
4. Deadline to Submit Additional Questions	Purchasing Agent	9/10/10 (Fri)
5. Response to Written Questions/ RFP Amendments	EBID	9/15/10 (Fri)
6. Submission of Proposal	Offerors	10/15/10 (Fri), 2:00 PM DST
7. Proposal Evaluation	Evaluation Committee (EC)	10/18-10/20/10(Mon-Wed)
8. Contract Award	EBID	11/1/10 (Mon)
9. Protest Deadline	Offerors	11/15/10 (Mon)

2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in the table in Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by EBID on the date specified in the Sequence of Events. Paper copies of the RFP may be obtained by contacting the Purchasing Agent.

2.2.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held on August 31, 2010, at 10:00 a.m., Mountain Daylight Time, Elephant Butte Irrigation District, 530 S. Melendres, Las Cruces, New Mexico 88005; all questions must be submitted in writing specific to the page # and section reference to this RFP to be considered an official question to this procurement. Written questions from potential Offerors will be answered at this meeting and submitted in writing to all Offerors who have responded with the Acknowledge of Receipt Form Appendix A. Potential Offerors are encouraged to submit written questions in advance of the conference to the Purchasing Agent (see Paragraph 1.4). The identity of the

organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. Attendance at this conference is highly recommended but is not a prerequisite for submission of a proposal.

2.2.3 Return of Acknowledgments for Distribution List

Potential Offerors must hand deliver or return by facsimile, registered mail, or certified mail, the "Acknowledgment of Receipt Form – Appendix A" that accompanies this document to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization and delivered to the Purchasing Agent not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form will prevent the potential Offeror's organization name on the distribution list.

2.2.4 Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions must be sent by E-mail and addressed to the Purchasing Agent (see Paragraph 1.4).

2.2.5 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors, whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address must be provided for this and other purposes. (See also paragraph 2.3.26, Electronic Mail Address Required.) A new Acknowledgment of Receipt Form will accompany the distribution package. The form MUST be signed by the Offeror's representative, dated, and hand delivered or returned by facsimile or by email by the date indicated thereon. (E-mail replies are acceptable in this case.) Failure to return the new Acknowledgement of Receipt Form will prevent the Offeror's organization name on the procurement distribution list. Additional written requests for clarification of distributed answers and/or amendments must be received by the Purchasing Agent no later than seven (7) days after the answers and/or amendments were issued.

2.2.6 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PURCHASING AGENT FOR REVIEW AND EVALUATION NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON October 15, 2010, AT THE FOLLOWING ADDRESS. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Elephant Butte Irrigation District

Attn. Joe Atencio, Purchasing Agent
530 S. Melendres
Las Cruces, New Mexico, 88005

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to **RFP EBID# 2010-05**. Proposals submitted by facsimile or other electronic means **will not be accepted**. A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed until contract award.

2.2.7 Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by EBID. During this time, the Purchasing Agent may, at his option, initiate discussions with Offerors who submit proposals for clarification of the Offeror's response, but proposals may be accepted and evaluated without such discussion.

Discussions SHALL NOT be initiated by the Offerors.

2.2.8 Finalize Contract

A contract will be finalized with the most advantageous Offeror(s). In the event that mutually agreeable terms can not be reached within the time specified, EBID reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

2.2.9 Contract Award

After review of the Evaluation Committee Report, and the signed contract, EBID will award the contract(s) on the date specified in the Sequence of Events. This date is subject to change at the discretion of EBID.

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

2.2.10 Protest Deadline

Any protest by an Offeror must be in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following contract award and will end as of close of business on fifteenth calendar day following contract award. Protests must be written and must include the name and address of the protestant and the solicitation number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be mailed to the following address:

Elephant Butte Irrigation District
Joe Atencio, Purchasing Agent

530 S. Melendres
Las Cruces, New Mexico 88005

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

2.3.1 Acceptance of Conditions Governing the Procurement

Offeror must indicate acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2.3.2 Incurring Cost

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

2.3.3 Contractor Responsibilities

The Contractor shall be solely responsible for performance under the contract. Using agencies will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the Contractor shall remain solely responsible for performance under the contract. If used, the use of subcontractors must be clearly explained, and all must be identified by name, in the proposal.

2.3.5 Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Purchasing Agent will not merge, collate or assemble proposal materials.

2.3.6 Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Purchasing Agent.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by applicable procurement regulations.

2.3.7 Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals, or sixty (60) days after the due date for a best and final offer, if one is requested.

2.3.8 Disclosure of Proposal Contents

The proposals will be kept confidential until the contract(s) is/are awarded by EBID. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. EBID will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-34-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. EBID reserves the right to remove and discard any inappropriately marked materials and not consider such materials in the scoring of that offeror's proposal.

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

2.3.9 No Obligation

This procurement in no manner obligates EBID to the eventual purchase of products or services offered until confirmed by an executed written purchase order by EBID. Progress toward this end is solely at the discretion of EBID and may be terminated at any time prior to the signing of a contract.

2.3.10 Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when EBID determines it is in their best interest.

2.3.11 Sufficient Appropriation

The terms of any purchase order(s) entered into under this procurement is contingent upon sufficient appropriations and authorization being made by EBID. If sufficient appropriations and authorization are not made, such Agreement(s) shall terminate upon written notice being given by EBID to the Contractor. EBID's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be

final. However, EBID agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party.

2.3.12 Legal Review

EBID requires that all Offerors agree to be bound by the general requirements as articulated in this RFP. Any Offeror concerns must be brought promptly to the attention of the Purchasing Agent.

2.3.13 Governing Law

This procurement, and any agreement with Offerors that may result, shall be governed by the laws of the State of New Mexico.

2.3.14 Basis for Proposal

Only information supplied by the Purchasing Agent in writing or in this RFP should be used in the preparation of Offeror proposals.

2.3.15 Contract Terms and Conditions

EBID reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP.

2.3.16 Offeror's Terms and Conditions

Offerors must submit with the proposal complete sets of any additional terms and conditions that they expect to have included in a contract negotiated with EBID.

2.3.17 Contract Deviations

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

2.3.18 Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to meet and adhere to the requirements specified within this RFP. The Purchasing Agent 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.

2.3.19 Right to Waive Minor Irregularities

The EBID Purchasing Agent and Evaluation Committee reserve the right to waive minor irregularities. The Purchasing Agent and Evaluation Committee also reserves the right to

waive mandatory requirements provided that all responding Offerors 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 Purchasing Agent and Evaluation Committee.

2.3.20 Change in Contractor Representatives

EBID reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of EBID, meeting its needs adequately.

2.3.21 Notice

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

2.3.22 Proposal Acceptance Rights

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

2.3.23 Right to Publish

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

2.3.24 Ownership of Proposals

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

2.3.25 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. (See also paragraph 2.2.5, Response to Written Questions/RFP Amendments.)

2.3.26 Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by EBID, the version maintained by EBID shall govern.

2.3.27 Amendment of RFP

At any time prior to the deadline for submission of bids, the Purchasing Agent may amend the RFP by issuing addenda. Any addendum thus issued shall be part of the RFP and shall be communicated in writing or by e-mail or fax to all prospective offerors that have returned the latest acknowledge receipt form. Prospective offerors shall promptly acknowledge receipt of each addendum by e-mail or fax to the Purchasing Agent by returning the associated Acknowledgement of Receipt form.

SECTION III -- RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Offerors may submit only one proposal.

3.2 Number of Copies

Offerors shall deliver three (3) identical copies of their proposal Binder #1, one (1) identical copy of their proposal Binder #2 (containing just the Cost Response Form and Terms & Conditions), and three (3) identical copies of their proposal Binder #3 to the location specified in Paragraph 2.2.6, on or before the closing date and time for receipt of proposals. Note that Binder #3 is only required if "Other Supporting Material" is submitted. If no "Other Supporting Material" is submitted, Binder #3 may be omitted. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for three (3) identical copies would be fulfilled by submitting the original and two [2] copies of the original.)

3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (See also paragraph 3.4.7, Marking of Binders.)

3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3.4.1 Organization and Indexing

Each proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

Binder #1 (Mandatory)

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional*)
- d. Response to Specifications

Binder #2 (Mandatory)

- a. Completed Offeror Response and Cost Response Form (Appendix B)
- b. Response to Terms and Conditions (Optional**)
- c. Offeror's Additional Terms and Conditions (Optional**)

Binder #3 (Mandatory only if other supporting materials included, otherwise not required)

Other Supporting Material (samples, marketing materials, etc.)

* Optional Proposal Summary is for informational overview only and will not be scored.

** Required only if offeror requests changes to the terms and conditions of the price agreement or proposes additional terms and conditions.

3.4.2 Order of items

Within each section of their proposal(s), Offerors must address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of completed forms.

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, rates, or expenses discussion.

All discussion of the proposed costs, rates, or expenses must occur only on the Cost Response Form, Appendix B.

3.4.5 Sealed Proposals Required

Proposals must be sealed upon delivery to the Purchasing Agent.

3.4.6 Use of section numbers and titles from RFP

Responses in offeror's proposal must use and correspond to the section numbers and titles used in the RFP.

3.4.7 Marking of binders

Proposal binders must be clearly labeled and numbered. The original copy of each binder shall be clearly marked as such on the front of the binder.

3.4.8 Other Supporting material

Offerors may attach other materials that they feel may improve the quality of their responses. This material must be included in Binder #3. While the material in Binder #3 **may** be reviewed by members of the Evaluation Committee for background information, it **WILL NOT** be included in the scoring of the proposal.

3.5 Letter of Transmittal

Each proposal **MUST** be accompanied by a signed letter of transmittal. A copy shall be included in each Binder #1. The letter of transmittal **MUST contain all of the following**:

- a. Identify the submitting organization;
- b. Identify the name and title of the person authorized by the organization to contractually obligate the organization; (including e-mail address)
- c. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization; (including e-mail address)
- d. Identify the names, titles and telephone numbers of persons to be contacted for clarification; (including e-mail address)
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in paragraph 2.3.1;
- f. Be **signed** by the person authorized to contractually obligate the organization; and
- g. Acknowledge receipt of any and all amendments to this RFP.

SECTION IV -- SPECIFICATIONS

4.0 Overview

This section contains specifications and relevant information offerors should use for the preparation of their proposals.

4.1 Information

4.1.1. Response Required for Every Specification

Offeror's proposal must contain a response to each specification. If there are any desirable specifications an offeror chooses not to respond to, offeror must still acknowledge the specification by indicating "Not Applicable". **[Note: For each item listed below, the offeror must include a statement of compliance, a statement of non-compliance, a detailed explanation of any partial compliance, or an explanation of how they meet the requirement.]**

4.1.2. Questions

Questions regarding any specification, or this RFP, must be directed to the Purchasing Agent prior to the due date for the submission of proposals.

4.2 Water Treatment Plant

4.2.1 General Requirements

4.2.1.1 Mandatory Requirements

4.2.1.1.1. Shall be the manufacturer's standard production model, of the newest model available. A statement of compliance is required.

4.2.1.1.2. Shall be delivered complete within 225 days from the award of the contract. A statement of compliance is required.

4.2.1.1.3. Shall be a unit suitable for indoor installation. A statement of compliance is required.

4.2.1.1.4. Shall have a design capacity of at least 100 gpm. A statement of compliance is required.

4.2.1.1.5. Contractor shall submit two sets of detail drawings of the proposed equipment. A statement of compliance is required.

4.2.1.1.6. The water treatment plant shall be conventional and must include chemical treatment, flocculation, settling, filtration, automatic

process valves, and controls for automatic operation and backwash. A statement of compliance is required.

4.2.1.2 **Desirable** Requirements

4.2.1.2.1. Should be manufactured for sale in the United States

4.2.1.2.2. The water treatment plant should be simple to operate and maintain.

4.2.1.2.3. All plant functions should be automated with the exception of setting plant flow rate, and mixing chemicals.

4.2.1.2.4. The water treatment plant unit should operate at a constant but manually adjustable rate.

4.2.1.2.5. Float operated valves, siphon(s) and pump(s) should be utilized to minimize system complexity.

4.2.1.2.6. The components should be readily accessible for maintenance.

4.2.1.2.7. The water treatment plant unit should be programmable for both manual and automatic start and stop of raw water pumps.

4.2.1.2.8. The plant should include on-off switch(es) for operator manual control.

4.2.1.2.9. The automatic start-stop based on clear well level, should be controlled upon request.

4.2.2. Chemical Feed Requirements

4.2.2.1. **Mandatory** Requirements

4.2.2.1.1. The plant shall accommodate the introduction of floc-forming chemicals and hypochlorite solution. A statement of compliance is required.

4.2.2.1.2. Alum and polymer shall be added to the influent for coagulation and as a filter aid, respectively. A statement of compliance is required.

4.2.2.1.3. The chemical feed shall include three separate motor-operated metering pumps (i.e. feeders), each independently adjustable as to feed rate for feeding liquid alum, liquid polyelectrolyte (flocculant aid) and liquid hypochlorite. A statement of compliance is required.

4.2.2.1.4. The metering pumps shall operate on 120V AC (60Hz) power. A statement of compliance is required.

4.2.2.2. **Desirable** Requirements

4.2.2.2.1. Each feeder should include a suction hose, strainer, and include chemically resistant standard tanks.

4.2.2.2.2. The capacity of each chemical storage tank should be at least 50 gallons.

4.2.2.2.3. The contractor should provide at least one motor operated portable mixer, per chemical feed storage tank, which is resistant to typical water treatment chemicals.

4.2.3. Flocculation Requirements

4.2.3.1. **Mandatory** Requirements

4.2.3.1.1. Plant influent shall enter a dual-stage flocculation zone where mechanical flocculators shall cause formation of a highly settleable floc. A statement of compliance is required.

4.2.3.1.2. Total flocculator hydraulic retention time must be at least 20 minutes at the design flow of 100 gpm. A statement of compliance is required.

4.2.3.2. **Desirable** Requirements

4.2.3.2.1. The flocculation basin should be equipped with dual stage flocculator assemblies, each with variable speed controller (either mechanical or variable frequency drive).

4.2.3.2.2. Flocculator speed can be varied in the range of 2.1, or less to 10 rpm, or higher, to ensure optimum operational performance.

4.2.3.2.3. The maximum paddle tip velocities should not exceed 2 fps.

4.2.3.2.4. The flocculator should be constructed of stainless steel and shall be driven by a 1/3 hp, or larger, electric motor.

4.2.4. Settling Requirements

4.2.4.1. **Mandatory** Requirements

4.2.4.1.1. After flocculation, the water shall flow to an efficient settling system utilizing shallow depth tube type settlers. A statement of compliance is required.

4.2.4.2. **Desirable** Requirements

4.2.4.2.1. The settling tubes should be inclined at not more than 7.5 degrees from horizontal.

4.2.4.2.2. Automatic sludge wasting from the settling system should also be included.

4.2.4.2.3. Sludge withdrawal should be provided by a mechanical sludge collection system or properly sloped hopper with automatic sludge withdrawal capacity.

4.2.4.2.4. The mechanical sludge collection system should use corrosion resistant materials.

4.2.4.2.5. Normally submerged mechanical parts including bearings shall not require grease lubrication.

4.2.4.2.6. Automatic, single withdrawal should be on an intermittent basis with adjustable duration and frequency.

4.2.5. Filtration System

4.2.5.1. **Mandatory** Requirements

4.2.5.1.1. Following the settling chamber shall be a 30 inch deep, or greater, mixed media separation bed composed of three or more materials of different specific gravities and providing a uniformly tapering void distribution from coarse to fine in the direction of flow. A statement of compliance is required.

4.2.5.2. **Desirable** Requirements

4.2.5.2.1. The top bed should consist of material approximately 1.2 mm particle size and the bottom of approximately 0.25mm particle size.

4.2.5.2.2. The effluent should be collected through a header and PVC lateral underdrain system that should also serve to uniformly distribute backwash water during the filter cleaning cycle.

4.2.5.2.3. The effluent system should include a pump and ultrasonic liquid level controller arranged so that discharge or water from the plant matches the flow entering the plant.

4.2.5.2.4. Means should be provided to automatically initiate backwash of the system on the basis of headloss, or manually at the discretion of the plant operator.

4.2.5.2.5. The backwash system should incorporate an integral backwash pump for washing the filter and for automatic sludge removal from the settling chamber each time the backwashing is initiated.

4.2.5.2.6. Return to the filtration mode should be automatic, at completion of the cleaning cycle.

4.2.5.2.7. The automatic backwash can also be initiated on the basis of finished water turbidity.

4.2.6. Electrical, Instrumentation and Control Requirements

4.2.6.1. **Mandatory** Requirements

4.2.6.1.1. The treatment plant manufacturer shall furnish a control panel containing all necessary control functions and internal wiring. A statement of compliance is required.

4.2.6.1.2. The controls shall be completely assembled and mounted in a NEMA 12 enclosure, or better. A statement of compliance is required.

4.2.6.1.3. The control panel shall provide automatic starting and stopping of the plant, based on clearwell level through a Programmable Logic Controller, or equivalent and Operator Interface, OIT, or equivalent. A statement of compliance is required.

4.2.6.1.4. The control system shall provide means for automatically initiating a tube flush cycle for the treatment system using a timer. A statement of compliance is required.

4.2.6.2. **Desirable** Requirements

4.2.6.2.1. All interconnecting wiring and piping for the control panel should be provided by the installing contractor.

4.2.6.2.2. If more than one unit is provided, an interlock shall be provided so that only one unit can be flushed at a time.

4.2.6.2.3. Override of the automatic flush initiation shall be provided to allow manual flushing of each unit by a selector switch.

4.2.6.2.4. During the flush cycle, collected solids should be removed from the settling tube by proper sequencing of valves. Return to service should be automatic.

4.2.6.2.5. The control system should provide means for automatically initiating a backwash of the Mixed Media Filter by a timer or a preset filter headloss switch.

4.2.6.2.6. The control system should also initiate an alarm for high turbidity using a Hach 1720 turbidity meter, or equivalent, and sample pump supplied by the manufacturer.

4.2.6.2.7. The control panel should receive a 4-20 mA signal from the effluent turbidity meter.

4.2.6.2.8. The PLC Program should sound a high turbidity alarm and temporarily shut off the unit if effluent turbidity exceeds a pre-set turbidity setpoint.

4.2.6.2.9. In the event of a shut down due to alarm set high turbidity setpoint, the operator should be able to manually ramp up the coagulant dosage and return the unit back to the automatic mode or wait until the turbidity spike has passed.

4.2.6.2.10. An acknowledgement button should remove the alarm condition.

4.2.6.2.11. The high turbidity setpoint should be manually adjustable by the plant operator through the OIT.

4.2.6.2.12. The electrical requirements are 115/230V, 3 phases, 60 Hz.

4.2.6.2.13. Estimated electrical load should not exceed 100 amps.

4.2.6.2.14. The control system consisting of the main panel, all gauges, pressure switches, pressure regulators, and all other devices except where remote location is necessary, shall be mounted on a fabricated modular backing plate. Acceptable material for the backing plate includes, but is not limited to painted carbon steel.

4.2.7. Fabrication Requirements

4.2.7.1. **Mandatory** Specifications

4.2.7.1.1. The sides shall be fabricated of 5/16 inch minimum steel plate with a 3/16 inch minimum bottom. A statement of compliance is required.

4.2.7.1.2. In no case shall a single steel plate wall separate filtered water and unfiltered water. A statement of compliance is required.

4.2.7.1.3. A double bulkhead shall be provided with free drainage from the space between, to provide for an air gap between tanks. A statement of compliance is required.

4.2.7.2. **Desirable** Specifications

4.2.7.2.1. The equipment tank should be internally resistant to abrasion and corrosion.

4.2.7.2.2. Oil, grease, dirt, rust, mill scale, and foreign matter should be removed from the interior tankage surface by a method defined by the Steel Painting Council (SSPC Spec-latest revision).

4.2.7.2.3. Tankage interior should receive one (1) coat Sherwin Williams COROTHANE 1 GALVAPAC ZINC primer, 3 to 4 mils DFT, followed by two (2) coats Sherwin-Williams DURA-PLATE 235 epoxy with 4 to 6 mils DFT each.

4.2.7.2.4. Exterior (tank bottom excluded) should be painted with one (1) coat of Sherwin-Williams COROTHANE 1 GALVAPAC ZINC primer with a DFT of 3 to 4 mils.

4.2.7.2.5. Field finish painting should be accomplished by the contractor.

4.2.7.2.6. Tank bottom should be bare for placement in coal tar or asphaltic base mastic compound (applied to concrete base pad by others).

4.2.8. Manufacturer's Services

4.2.8.1. **Mandatory** Specifications

4.2.8.1.1. The water treatment plant manufacturer shall provide for 1 trip and five days plant startup and operator training to include plant checkout and operator instructions. A statement of compliance is required.

4.2.8.1.2. The water treatment plant manufacturer shall furnish two sets of drawings and an electronic version of the same, including the dimensions of all interconnecting piping and plant flow scheme for the contractor's use. These documents shall be furnished to EBID within 90 days of issuance of award. A statement of compliance is required.

4.2.8.2. **Desirable** Specifications

None

4.2.9. Warranty, Manuals and Service

4.2.9.1. **Mandatory** Specifications

4.2.9.1.1. Contractor agrees that the Goods furnished under this procurement shall be covered by the most favorable warranty the Contractor can offer to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to EBID and are

in addition to and do not limit any rights afforded to EBID by any other clause of this procurement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. A statement of compliance is required.

4.2.9.1.2. Shall have a minimum of a 1 year parts and labor warranty. A statement of compliance is required.

4.2.9.2.3. Shall provide a complete owners manual and parts manual for the equipment in hard copy and/or electronic format. A statement of compliance is required.

4.2.9.2.4. The warranty must cover the complete water treatment plant and all components. A statement of compliance is required.

4.2.9.2.5. The system shall be tested, assembled and delivered FOB to Elephant Butte Irrigation District, 530 S. Melendres, Las Cruces, NM 88005. A statement of compliance is required.

4.2.9.2. **Desirable** Specifications

None

4.2.10. References

4.2.10.1. **Mandatory** Specifications

4.2.10.1.1. Offerors must submit, in their proposal, three (3) references for current or previous entities that have purchased similar equipment. Each reference must include the name of the contact person, address, telephone number and description of equipment provided, including quantities delivered and total cost. (Note: EBID shall not be considered as a business reference for the purpose of this proposal.) EBID reserves the right to investigate the references and the past performance of any offeror with respect to its successful delivery and support of equipment of this type, compliance with specifications, contractual obligations, and/or its completion or delivery of a project on schedule. A statement of compliance is required.

4.2.10.2. **Desirable** Specifications

None

4.2.11 Cost

4.2.11.1. **Mandatory** Specifications

4.2.11.1.1. Offerors must complete the Products and Services Schedule Form found in Appendix B and submit it with their proposal. The costs

shown on the Products and Services Schedule Form must correspond with the prices on the offeror's PSS. The quantities listed on the Products and Services Schedule Form **are for comparative purposes only** and do not represent any form of guaranteed, or even possible, order levels by any eligible purchasing entity. A statement of compliance is required.

4.2.11.2. **Desirable** Specifications

None

4.2.12. Offeror Background and Experience

4.2.12.1. **Mandatory** Specifications

4.2.12.1.1. Offeror must provide, in narrative format, a description of their experience in providing similar equipment/systems in a government or commercial setting. A statement of compliance is required.

4.2.12.1.2. The offeror must be a licensed business for the purpose of selling high rate filtration plants in operation for a minimum of 5 years. A statement of compliance is required.

4.2.12.2. **Desirable** Specifications

None

4.2.13. Products and Services Schedule (PSS) Required

4.2.13.1. **Mandatory** Specifications

4.2.13.1.1. Offeror must provide, with their proposal, a products and services schedule (PSS) listing all products and services to be offered as a result of this procurement. Offeror must also include the corresponding price list. The prices submitted shall remain fixed until completion of contract award. A statement of compliance is required.

4.2.13.2. **Desirable** Specifications

None

SECTION V -- EVALUATION

5.1 Evaluation Point Summary

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals.

<i>Section</i>	<i>Title</i>	<i>Maximum Points Available</i>
4.2.	WATER TREATMENT PLANT	
4.2.1.	General Requirements	090
4.2.2.	Chemical Feed Requirements	030
4.2.3.	Flocculation Requirements	040
4.2.4.	Settling Requirements	060
4.2.5.	Filtration System	070
4.2.6.	Electrical, Instrumentation and Control Requirements	140
4.2.7.	Fabrication Requirements	060
4.2.8.	Manufacturer's Services	000
4.2.9.	Warranty, Manuals, Service	000
4.2.10.	References	010
4.2.11.	Cost	150
4.2.12.	Offeror Background and Experience	020
4.2.13.	Products and Services Schedule	000
	TOTAL	670

5.2 Evaluation Factors (All Specifications)

Points will be awarded according to the following list. Note that each evaluation criteria item below corresponds with an item in Section 4, the requirements section. That is, for each requirement in Section 4 (that starts with the number "4"), there is a corresponding evaluation criteria, listed below, and that has the same number except that it starts with a "5". Also note that for items that say "XX point(s) will be awarded for compliance", this means for full compliance. Partial points may be awarded for partial compliance.

5.1 Information [Not scored]

5.2. Water Treatment Plant

5.2.1 General Requirements [90 points available]

5.2.1.1 **Mandatory** Requirements

5.2.1.1.1. [Pass/Fail]

5.2.1.1.2. [Pass/Fail.]

5.2.1.1.3. [Pass/Fail]

5.2.1.1.4. [Pass/Fail]

5.2.1.1.5. [Pass/Fail]

5.2.1.1.6. [Pass/Fail]

5.2.1.2 **Desirable** Requirements

5.2.1.2.1. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.2. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.3. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.4. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.5. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.6. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.7. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.8. [Up to 10 point(s) will be awarded for compliance.]

5.2.1.2.9. [Up to 10 point(s) will be awarded for compliance.]

5.2.2. Chemical Feed Requirements [30 total point(s) available]

5.2.2.1. **Mandatory** Requirements

5.2.2.1.1. [Pass/Fail]

5.2.2.1.2. [Pass/Fail]

5.2.2.1.3. [Pass/Fail]

5.2.2.1.4. [Pass/Fail]

5.2.2.2. **Desirable** Requirements

5.2.2.2.1. [Up to 10 point(s) will be awarded for compliance.]

5.2.2.2.2. [Up to 10 point(s) will be awarded for compliance.]

5.2.2.2.3. [Up to 10 point(s) will be awarded for compliance.]

5.2.3. Flocculation Requirements [40 total point(s) available]

5.2.3.1. **Mandatory** Requirements

5.2.3.1.1. [Pass/Fail]

5.2.3.1.2. [Pass/Fail]

5.2.3.2. **Desirable** Requirements

5.2.3.2.1. [10point(s) will be awarded for compliance.]

5.2.3.2.2. [10 points(s) will be awarded for compliance.]

5.2.3.2.3. [10point(s) will be awarded for compliance.]

5.2.3.2.4. [10 points(s) will be awarded for compliance.]

5.2.4. Settling Requirements [60 total point(s) available]

5.2.4.1. **Mandatory** Requirements

5.2.4.1.1. [Pass/Fail]

5.2.4.2. **Desirable** Requirements

5.2.4.2.1. [10point(s) will be awarded for compliance.]

5.2.4.2.2. [10 points(s) will be awarded for compliance.]

5.2.4.2.3. [10point(s) will be awarded for compliance.]

5.2.4.2.4. [10 points(s) will be awarded for compliance.]

5.2.4.2.5. [10point(s) will be awarded for compliance.]

5.2.4.2.6. [10 points(s) will be awarded for compliance.]

5.2.5. Filtration System [70 total point(s) available]

5.2.5.1. **Mandatory** Requirements

5.2.5.1.1. [Pass/Fail]

5.2.5.2. **Desirable** Requirements

5.2.5.2.1. [10 point(s) will be awarded for compliance.]

5.2.5.2.2. [10 point(s) will be awarded for compliance.]

5.2.5.2.3. [10 point(s) will be awarded for compliance.]

5.2.5.2.4. [10 point(s) will be awarded for compliance.]

5.2.5.2.5. [10 point(s) will be awarded for compliance.]

5.2.5.2.6. [10 point(s) will be awarded for compliance.]

5.2.5.2.7. [10 point(s) will be awarded for compliance.]

5.2.6. Electrical, Instrumentation and Control Requirements [140 total point(s) available]

5.2.6.1. **Mandatory** Requirements

5.2.6.1.1 [Pass/Fail]

5.2.6.1.2 [Pass/Fail]

5.2.6.1.3 [Pass/Fail]

5.2.6.1.4 [Pass/Fail]

5.2.6.2. **Desirable** Requirements

5.2.6.2.1. [10 point(s) will be awarded for compliance.]

5.2.6.2.2. [10 point(s) will be awarded for compliance.]

5.2.6.2.3. [10 point(s) will be awarded for compliance.]

5.2.6.2.4. [10 point(s) will be awarded for compliance.]

5.2.6.2.5. [10 point(s) will be awarded for compliance.]

5.2.6.2.6. [10 point(s) will be awarded for compliance.]

5.2.6.2.7. [10 point(s) will be awarded for compliance.]

5.2.6.2.8. [10 point(s) will be awarded for compliance.]

5.2.6.2.9. [10 point(s) will be awarded for compliance.]

5.2.6.2.10. [10 point(s) will be awarded for compliance.]

5.2.6.2.11. [10 point(s) will be awarded for compliance.]

5.2.6.2.12. [10 point(s) will be awarded for compliance.]

5.2.6.2.13. [10 point(s) will be awarded for compliance.]

5.2.6.2.14. [10 point(s) will be awarded for compliance.]

5.2.7. Fabrication Requirements [60 total point(s) available]

5.2.7.1. **Mandatory** Specifications

5.2.7.1.1 [Pass/Fail]

5.2.7.1.2 [Pass/Fail]

5.2.7.1.3 [Pass/Fail]

5.2.7.2. **Desirable** Specifications

5.2.7.2.1. [10 point(s) will be awarded for compliance.]

5.2.7.2.2. [10 point(s) will be awarded for compliance.]

5.2.7.2.3. [10 point(s) will be awarded for compliance.]

5.2.7.2.4. [10 point(s) will be awarded for compliance.]

5.2.7.2.5. [10 point(s) will be awarded for compliance.]

5.2.7.2.6. [10 point(s) will be awarded for compliance.]

5.2.8. Manufacturer's Services [20 total point(s) available]

5.2.8.1. **Mandatory** Specifications

5.2.8.1.1. [Pass/Fail **PLUS** up to 10 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item.]

5.2.8.1.2. [Pass/Fail **PLUS** up to 10 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item.]

5.2.8.2. **Desirable** Specifications

[None]

5.2.9. Warranty, Manuals and Service [00 total point(s) available]

5.2.9.1. **Mandatory** Specifications

5.2.9.1.1. [Pass/Fail]

5.2.9.1.2. [Pass/Fail]

5.2.9.1.3. [Pass/Fail]

5.2.9.1.4. [Pass/Fail]

5.2.9.1.5. [Pass/Fail]

5.2.9.2. **Desirable** Specifications

[None]

5.2.10. References [10 total point(s) available]

5.2.10.1. **Mandatory** Specifications

5.2.10.1.1 [Pass/Fail **PLUS** up to 10 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item.]

5.2.10.2. **Desirable** Specifications

[None]

5.2.11. Cost [150 total point(s) available]

5.2.11.1 **Mandatory** Specifications

5.2.11.1.1. [Pass/Fail **PLUS** up to 150 point(s) will be awarded based on the following formula:

$$\text{Offeror's Point(s)} = \frac{\text{Lowest Proposed Comparative Cost}}{\text{This Offeror's Proposed Comparative Cost}} \times \text{Max. Points Available}$$

5.2.11.2. **Desirable** Specifications

[None]

5.2.12. Offeror Background and Experience [20 total point(s) available]

5.2.12.1 **Mandatory** Specifications

5.2.12.1.1. [Pass/Fail **PLUS** up to 10 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item.]

5.2.12.1.2. [Pass/Fail **PLUS** up to 10 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item.]

5.2.12.2 **Desirable** Specifications

[None]

5.2.13. Product and Services Listing and Price List Required

5.2.13.1 **Mandatory** Specifications

5.2.13.1.1. [Pass/Fail]

5.2.13.2 **Desirable** Specifications

[None]

5.3 Evaluation Process

5.3.1. Compliance with Mandatory Requirements

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

5.3.2. Response Clarifications

The Purchasing Agent may contact the offeror for clarification of the response as specified in Paragraph 2.2.7.

5.3.3 Other Sources of Information

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Paragraph 2.3.18.

5.3.4 Evaluation of Responsive Proposals

Responsive proposals will be evaluated on the factors in Section V that have been assigned a point(s) value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. The responsible offeror(s) whose proposal is most advantageous, taking into consideration the evaluation factors in Section V, will be

recommended for award as specified in Paragraph 2.2.9. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in a single source award.

APPENDIX A

ACKNOWLEDGMENT OF RECEIPT FORM

Request For Proposals

Water Treatment Plant

RFP EBID 2010-05

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

The acknowledgment of receipt must be signed and returned (by fax or hand delivered) to the Purchasing Agent no later than Tuesday, August 31, 2010.

The firm listed below **does/does not** (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return via fax or in person to:

Elephant Butte Irrigation District
530 S. Melendres
Las Cruces, NM 88005
FAX : (505) 526-1530 (ATTN: RFP EBID #2010-05)

APPENDIX B

PRODUCTS AND SERVICES SCHEDULE

Water Treatment Plant RFP EBID # 2010-05

Name of bidder _____

1	2	3	4	5	6	7
Item	Description of Goods:	Quantity	Unit Price		Sales and other taxes payable if contract is awarded ref. 11.2(a)(ii)	Total price per item (3x4) + 6
1	Water Treatment Plant (Includes warranty, and transport cost FOB destination EBID Per specifications)	1	each			
Total Amount (Goods)						

Signature of bidder _____

Notes:

1. In case of discrepancy between the unit price and total, these will be adjusted in accordance with paragraph 1.5.4 of the Instructions to Bidders.
2. Price and currencies to be in accordance with paragraphs 1.3.3 and 1.3.4 respectively of the Instructions to Bidders.
3. All items in this procurement document must be entered and include prices in the appropriate price schedule. Items not priced will be treated in accordance with paragraph 1.5.4 of the Instructions to Bidders.