

REQUEST FOR PROPOSALS (RFP)

Installation and Calibration Services - Electric Actuator Motors

RFP # 2018-01

Commodity Code 96196

**Procurement Conducted By:
ELEPHANT BUTTE IRRIGATION DISTRICT**

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

October 1, 2017

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SECTION I -- INTRODUCTION

1.0 Overview

Mesilla Diversion Dam performs a valuable, necessary and important role in delivering international waters from the Rio Grande Project following requirements of the Rio Grande Compact of 1938. The Mesilla Diversion Dam was constructed in 1916 and is owned by the Bureau of Reclamation (BOR). It is located about 40 miles North of El Paso Texas and about 6 miles South of Las Cruces New Mexico. Its purpose is to control and deliver Rio Grande project waters to the lower Mesilla Valley, downstream customers and to Mexico and was completed in 1916. This is accomplished by controlling and regulating water releases into the East and West canals as well as the main river channel. This structure and these gates are providing irrigation to approximately 53,650 acres.

The control of water releases is performed by the operation of fourteen (14) regulating gates that are of the rising steam slide gate type. There are eight (8) gates on the Westside canal heading and six (6) gates on the Eastside canal heading. The existing actuators are Limatorque model L120-40 with a maximum thrust of 30,000 lbs. and a maximum torque of 400 ft-lbs. The existing gate actuators at Mesilla Dam were installed in the early 1980s and have reached and surpassed their original life expectancy.

1.1 Scope of Work

The procurement is for services to remove of old gate actuator motor equipment and materials at each site and provide installation and calibration services to install and calibrate new (14) Rotork CKR250 electric actuator motors which are to be installed on the diversion gates of the Eastside and Westside headings. The new electric actuators have been purchased and are currently housed at EBID. The project shall begin approximately November 15, 2017 and have a completion date on or before January 31, 2018.

This RFP is expected to result in a single source award.

1.2 CPO

EBID has designated a CPO who is responsible for the conduct of this procurement as well as coordinating with the technical staff as necessary to answer questions. The CPO's name and contact information are listed below.

Gail Norvell, Certified Procurement Officer
[E-Mail: gnorvell@ebid-nm.org](mailto:gnorvell@ebid-nm.org)

530 S. Melendres Street
Las Cruces, New Mexico 88005
Phone: (575) 526-6671 Ext. 410

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Certified Procurement Officer (CPO). Offerors may contact **ONLY** the Certified Procurement

Officer regarding the procurement. Other Elephant Butte Irrigation District (EBID) employees do not have the authority to respond on behalf of EBID.

1.3 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.

“Close of business” means 4:30 p.m. Mountain Time Zone.

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

"Contractor" means the successful offeror who enters into a binding contract pursuant to this RFP.

“Contractor Users” mean EBID and other state entities that are permitted to use this contract, including other entities of the State of New Mexico, political subdivisions, towns, and municipalities.

"Determination" means the written documentation of a decision of EBID including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

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

“EBID” means Elephant Butte Irrigation District.

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

"Evaluation committee" means the body appointed by EBID management to perform the evaluation of offeror proposals for this procurement.

"Evaluation committee report" means the document prepared by the evaluation committee for the CPO for contract award. It contains all written determinations resulting from the procurement.

"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 (as opposed to "desireable"). Failure to meet a mandatory item or factor may result in the rejection of the offeror's proposal.

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

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"CPO" means the person or designee authorized by EBID to manage or administer this procurement.

"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/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive offer" or "responsive proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to, price, quality, quantity or delivery requirements.

"Short list" refers to all responsible offerors who submit acceptable proposals, and whose proposal scores fall at or above the cut-off point established by the CPO.

"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.

SECTION II -- CONDITIONS GOVERNING THE PROCUREMENT

2.0 RFP Timeline

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

Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal and disqualification of the offeror from further participation. Also, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected for being nonresponsive.

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

ACTION	DATE
Issue of RFP	10/1/17 (Sun)
Pre-Proposal Conference-Mandatory	10/6/17 (Fri)
Notice of Intent to Respond	10/6/17 (Fri)
Deadline to Submit Written Questions	10/10/16 (Tue)
Response to Written Questions/RFP	10/11/16 (Wed)
Submission of Proposal	10/24/17 (Tue) 10:00 AM MDT
The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.	
Proposal Evaluation	10/25/17-10/26/17 (Wed-Thur)
Selection of Finalists / Best and Final Offers	10/27/17 (Fri)
Tentative Contract Award	11/1/17 (Mon)
Finalize Contract Award	11/7/17 (Wed)
Protest Deadline	11/22/17 (Wed)

2.1 Explanation of RFP Activities

The following paragraphs describe the activities listed in the table above.

2.1.1 Issue of RFP

Potential offerors should complete the Notice of Intent to Respond form provided in this RFP document and return it by email to the CPO at gnorvell@ebid-nm.org. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on October 6, 2017.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization shall not receive subsequent communications pertaining to this RFP.

2.1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Friday, October 6, 2017, at 10:00 a.m., Mountain Daylight Time, at EBID 530 S. Melendres, Las Cruces, New Mexico. Attendance at the pre-proposal conference is mandatory in order to answer questions and participate in a site visit pertaining to this RFP.

2.1.3 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 October 10, 2017. All written questions must be addressed to the CPO and sent via email to: gnorvell@ebid-nm.org

2.1.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential offerors who have returned the completed Notice of Intent to Respond form. Any amendments will to the RFP will be posted on the EBID website at www.ebid-nm.org.

2.1.5 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE CPO NO LATER THAN 10:00 AM MOUNTAIN TIME ON TUESDAY, OCTOBER 24, 2017. The date and time will be recorded on each proposal. **Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened.** Postmark dates will not be considered as a basis for meeting any submission deadline. Proposals will not be publicly read on the due date. Proposals must be addressed and delivered to:

Elephant Butte Irrigation District
Attn. Gail Norvell, CPO
530 S. Melendres
Las Cruces, New Mexico, 88005

A log will be kept of the names of all offeror organizations that submit proposals. Pursuant to Chapter 13 1 116 New Mexico Statute Annotated 1978, (“NMSA 1978”), the contents of any proposal shall not be disclosed to competing offerors prior to final contract award.

2.1.6 Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee comprised of relevant EBID representatives. This process is expected to be completed as indicated in the schedule of events table. During this time, the CPO or designee 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.

2.1.7 Selection of Finalist Offerors and Best and Final Offers (if necessary)

The target date for the evaluation committee to select and the Designee to notify each offeror in the short list, whether or not the offeror has been selected to be one of the finalist offerors, is indicated in the “Schedule of Events” table, above.

The finalist offerors may be asked to submit best and final offers to select the winning offeror(s). This step is expected to be completed by the date indicated in the “Schedule of Events” table, above.

2.1.8 Tentative Contract Award

Finalist selected for tentative contract award will be notified on the date indicated in the “Sequence of Events” table, above.

2.1.9 Finalize Contract

A contract will be finalized with the most advantageous offeror(s). In the event that mutually agreeable terms cannot 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.

2.1.10 Contract Award

After review of the evaluation committee report and its recommendation, EBID will award the contract. This process is expected to be completed by the date indicated in the “Sequence of Events” table, above.

The contract shall be awarded to the offeror or offerors 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. The contract award is subject to appropriate EBID approvals.

2.1.11 Protest Deadline

Any protest by an offeror must timely and in conformance with Chapter 13 1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the final contract award and will end as of close of business on 15th day from contract award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from EBID. The protest must be delivered to EBID at the following address:

Elephant Butte Irrigation District,
Gail Norvell, CPO
530 S. Melendres Street
Las Cruces, New Mexico 88005

Protests received after the deadline will not be accepted.

2.2 General Terms and Conditions Governing this RFP

This procurement will be conducted in accordance with the State of New Mexico Procurement Code Regulations, 1.4.1 NMAC.

2.2.1 Acceptance of Conditions Governing the Procurement

Offeror must indicate their acceptance of the conditions governing the procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP.

2.2.2 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.

2.2.3 Prime Contractor Responsibilities

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with EBID. EBID will make contract payments only to the prime contractor. Purchase orders will be issued for approved procurements. Payments will be made after receipt of the contractor invoice and terms will be net 30 days.

2.2.4 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 complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The CPO 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 addressed to the CPO.

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 the cost proposal, 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 a contract is awarded. 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.

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, 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 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of services under the services agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of EBID. The contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without EBID's written permission.

2.3.10 Right to Publish

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

2.3.11 No Obligation

This procurement in no manner obligates EBID to the eventual purchase of products or services offered until valid written contract is awarded and approved by the appropriate authorities.

2.3.12 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.

2.3.13 EBID Rights

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

2.3.14 Sufficient Appropriation

Any contract award as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. EBID's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final. The terms of any purchase order(s) entered into under this contract are contingent upon sufficient appropriations and authorization being made by EBID

2.3.15 Legal Review

EBID requires that all offerors agree to be bound by the general requirements as contained in this RFP. Any offeror concerns must be brought promptly to the attention of the CPO.

2.3.16 Governing Law

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

2.3.17 Basis for Proposal

Only information supplied by EBID, through the CPO or Designee or in this RFP should be the basis for the preparation of offeror proposals.

2.3.18 Contract Terms and Conditions

EBID will issue a purchase order to the offeror awarded this procurement after review and recommendation of the evaluation committee.

2.3.19 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 Chapter 13 1 83 and 13 1 85, NMSA 1978.

2.3.20 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.

2.3.21 Notice

Chapters 13-1-28 through 13-1-199 NMSA 1978 impose 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 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of EBID. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, except that EBID may elect to retain one copy of each document for file purposes.

2.3.23 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.

2.3.24 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.

SECTION III -- RESPONSE FORMAT AND ORGANIZATION

3.1 Proposal Submission Instructions

Offeror's are required to submit a proposal that exactly meets the requirements outlined in this RFP. Offerors are not allowed to submit substitute or alternate proposals.

3.1.1 Number of Copies

Offerors shall deliver three (3) identical copies of their proposal Binder #1, one (1) copy of their proposal Binder #2 and three (3) identical copies of their proposal Binder #3 (if desired) to the location specified in Section I, 1.3 on or before the closing date and time for the receipts of proposals. (Identical copies consist of the original plus enough copies to satisfy the requirement. In this case, for example, the offeror should submit one (1) original PLUS two (2) copies of Binder 1.

The original of each binder should be clearly marked "ORIGINAL" on the outside of the binder. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP 2018-01. **Proposals submitted by facsimile, or other electronic means, will not be accepted.**

3.1.2 Letter of Transmittal Form

Each proposal MUST be accompanied by a SIGNED Letter of Transmittal Form. The Letter of Transmittal Form MUST be included in Binder #1.

3.2 Proposal Structure and Organization

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 and marked according to the requirements in this RFP.

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.

3.3 Binder #1 Technical and Business Proposal

The technical and business proposal document should address all the Technical and Business Proposal Requirements outlined in Section IV of this RFP. The technical and business proposal should be organized as follows:

Binder #1

Tab a. Letter of Transmittal – Appendix D

Tab b. Table of Contents

Tab c. Proposal Summary (Optional)

Tab d. Response to Technical and Business Requirements

3.4 Binder #2 - Cost Proposal

In the cost proposal, the offerors should include the completed pricing in Appendix B per the instructions outlined in Section IV, 4.9 of this RFP. The cost proposal hard copies should be submitted in a sealed envelope.

Binder # 2

Tab a. Cost Response Form (Appendix B)

3.5 Binder #3 –Other Supporting Material (Optional)

Binder #3

Any Supporting Material not otherwise required above.

SECTION IV - TECHNICAL AND BUSINESS PROPOSAL REQUIREMENTS

4.0 Technical Requirements

Please provide an appropriate amount of information about your company and your ability and plans to meet the needs of EBID concerning this RFP. Completely answer all parts to the RFP that correspond to the requirements. This section contains specifications and relevant information offerors should use for the preparation of their proposals. Failure to meet the requirements in this section may result in disqualification from the process.

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 concurrence, a statement of non-concurrence, a detailed explanation of any partial concurrence, or an explanation of how they meet the requirement.]

4.2 Installation and Calibration of Electric Actuator Motors

4.2.1 General Requirements

4.2.1.1 Mandatory Requirements

4.2.1.1.1. All currently installed Limatorque electric motors (14) are to be removed and transported to designated and approved site at EBID for storage. A statement of concurrence is required.

4.2.1.1.2. All associated equipment, materials, and old electrical wiring, to include EMT conduit, SLB connections (other than old Limatorque electric motors) shall be removed, transported and disposed in an appropriate manner and location. A statement of concurrence is required.

4.2.1.1.3. All gate stems shall be inspected and cleaned and any gate stems shall be replaced if needed. A statement of concurrence is required.

4.2.1.1.4. A quantity of fourteen (14) new Rotork CKR250 electric actuator motors shall be installed and calibrated on the diversion gates on the Eastside and Westside headings. Electric actuator motors are provided by EBID. A statement of concurrence is required.

4.2.1.1.5. All necessary electrical work shall be completed including all electrical wiring, conduit, and lighting fixtures, including installation of separate RMC conduit, RMC junctions, and new electrical lines for a security lighting system upon

completion of electric motor portion of the project; separate security lighting project plan drawings will be provided by EBID. . A statement of concurrence is required.

4.2.1.1.6. New galvanized RMC (Rigid Metal Conduit) lines shall be replaced, and existing conduit shall be replaced; there will be two conduit lines; the first will run parallel to the Westside motors and terminate at the 8th motor; the second will parallel the first conduit line, elevate to the dam crossing road, span the entire dam top, drop elevation to the eastside motor foundation walkway, parallel the Eastside motors and terminate at the 6th motor. A statement of concurrence is required.

4.2.1.1.7. The galvanized RMC conduit will have a corrosion resistant (T) style conduit outlet body installed at each gate motor; connection from the (T) style conduit outlet body to the Rotork CKR250 electric motor shall be done by Supplier Company with appropriate diameter galvanized RMC, bent for proper connection; use of flexible conduit or flexible water-tight conduit is prohibited. A statement of concurrence is required.

4.2.1.1.8. The elevated RMC junctions to the dam crossing road shall be a corrosion resistant (LB) style conduit outlet body; Each (LB) connection will require a protective, lockable metal enclosure to deter vandalism and theft of electrical lines. A statement of concurrence is required.

4.2.1.1.9. All electrical power lines shall be replaced with new electrical wire and wire colors shall follow a specific pattern; i.e. voltage is red, ground is green, etc. A statement of concurrence is required.

4.2.1.1.10. All new Rotork CKR250 electric motor gate stems shall be covered with UV resistant, clear tubing with a sealed PVC cap; stems should be protected and sealed from weather elements. A statement of concurrence is required.

4.2.1.1.11. All new electric gate motors installed shall be tested and calibrated to insure proper installation and operation; this includes proper lubrication of the gears and lubrication to the gate stems if required. A statement of concurrence is required.

4.2.1.1.12. All Rotork CKR250 electric motor limit switches shall be set to a standard close value (0 inches) and open value (35 inches). A statement of concurrence is required.

4.2.1.1.13. Shall inspect all stem gate raise and lower movements and address if movement is not optimal. A statement of concurrence is required.

4.2.1.2 **Desirable** Requirements

None

4.3 SUPPORT REQUIREMENTS

4.3.1 Technical and Testing

4.3.1.1. **Mandatory** Specifications

4.3.1.1.1. A walk-thru with EBID personnel to view and test all components will be conducted at the completion of the project; any issues or remaining work items found uncompleted will be addressed within one week and approved by EBID. A statement of concurrence is required.

4.3.1.2. **Desirable** Specifications

None

4.3.2 Training

4.3.2.1. **Mandatory** Specifications

4.3.2.1.1. In-depth training on basic operation and maintenance requirements for the electric motors shall be provided to include push-button operation, understanding of internal motor layout, how to adjust and set limit switches, and basic trouble-shooting. A statement of concurrence is required.

4.3.1.2. **Desirable** Specifications

None

4.3.3 Quality Assurance Guarantees

4.3.3.1. **Mandatory** Specifications

4.3.3.1.1. The Contractor(s) shall guarantee its installation and calibration for one full year after completion of installation and approval by EBID. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or immediately replace without charge (including freight both ways) to EBID and any other Contract Users, any product or part thereof, which proves to be defective or fails within the warranty period as specified. A statement of concurrence is required.

4.3.3.1.2. Offeror must agree to provide third party manufacturer's warranty terms and registration materials for all items proposed or supplied as a result of this procurement. A statement of concurrence is required.

4.3.3.2. **Desirable** Specifications

4.3.3.2.1. Offeror should offer warranty activation based upon the installation date without regard to the delivery or acceptance date.

4.3.4 Technical Support

4.3.4.1. **Mandatory** Specifications

4.3.4.1.1. The Contractor(s) should provide a single point of contact (and a backup) to handle questions, and resolve problems that arise. At least one customer service representative must be available during Contractor(s) business operating hours. Representatives should be available by phone, fax, or email (local or toll free number preferred). A statement of concurrence is required.

4.3.4.1.2. Offeror must agree to maintain a technical support telephone line, staffed from at least 8:00 A.M. to 5:00 P.M. Mountain Time during business days for EBID, and accessible to EBID authorized users. Personnel providing support must be fully knowledgeable about the products proposed. Personnel providing system or product support must be able to give competent technical assistance to authorized users for all products proposed. A statement of concurrence is required.

4.3.4.2. **Desirable** Specifications

None

4.3.5. Payment Terms

4.3.5.1. **Mandatory** Specifications

4.3.5.1.1. Purchase orders will be issued for all procurements and standard payment terms for EBID and any other Contract Users are net 30 days from acceptance. No payments will be made for products or services that do not meet agreed upon pricing, quality, or other requirements to be specified in the contract. No payments in full or in part or in advance of service completion or acceptance are permitted. A statement of concurrence is required.

4.3.5.2. **Desirable** Specifications [None]

4.4 BUSINESS INFORMATION

4.4.1. Offeror Information

4.4.1.1. **Mandatory** Specifications

4.4.1.1.1. Offerors must submit, in their proposal, three (3) references for current or previous entities that have or are current customers of the proposed equipment and services. Each reference must include the name

of the contact person, address, telephone number and description of products and services 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 products and services of this type, compliance with specifications, contractual obligations, and/or its completion or delivery of a project on schedule. A statement of concurrence is required.

4.4.1.2. **Desirable** Specifications

4.4.1.2.1. Please provide EBID with your company's contact information and statistics. All information provided will be considered public information unless you specifically state that you would like certain pieces to remain confidential. In these instances, it is EBID's discretion to accept your request for confidentiality, pursuant to criteria described here in Section II.C.9 of this RFP.

4.5 Cost

4.5.1 **Mandatory** Specifications

4.5.1.1. Offerors must complete the Cost Response Form found in Appendix B and submit it with their proposal. EBID does not guarantee any order, possible order or quantity of items by EBID or any eligible purchasing entity. A statement of concurrence is required.

Evaluation Formula:

$$\frac{\text{Lowest Offeror's total cost provided}}{\text{This Offeror's total cost provided}} \times \text{Total Points} = \text{Award Points}$$

4.5.2 **Desirable** Specifications

None

4.6 Offeror Background and Experience

4.6.1 **Mandatory** Specifications

4.6.1.1. Offeror must provide, in narrative format, a description of their experience in providing similar products and services in a government or commercial setting. Statement of concurrence is required.

4.6.1.2. The offeror must have been in the business of providing the types of products and services required in this RFP for a minimum of 5 years. A statement of concurrence is required.

4.6.1.3. The offeror must have a positive net worth at the time of submission of their proposal. A statement of concurrence is required.

4.6.2 **Desirable** Specifications

None

SECTION V -- EVALUATION

5.1 Description of Evaluation Criteria

Below is a brief description of each of the evaluation criteria. The evaluation of proposals will be based on a thorough review of offeror proposals. The contract shall be awarded to the offeror whose proposal is the most advantageous, taking into consideration the evaluation factors. The most advantageous proposal may or may not have received the most points. The contract award is subject to appropriate EBID approvals.

5.2 Evaluation Process

5.2.1 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.

5.2.2. Clarifications

The CPO may contact the offeror for clarification of the response as specified in Section II.2.1.6.

5.2.3. Other Sources of Information

The Evaluation Committee may use other sources of information to perform the evaluation.

5.2.4. Evaluation/Finalists/Award Recommendation

Responsive proposals will be evaluated on the factors in Section V, both PASS/FAIL and/or those that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror(s) whose proposal is most advantageous to EBID, taking into consideration the evaluation factors in Section V, will be recommended for award. 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.

5.2.5. Evaluation Scoring

EBID reserves the right to seek more than one Best and Final Offer.

<i>Section</i>	<i>Description</i>	<i>Scoring/Maximum Points</i>
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		<i>Note: Sections may have Pass/Fail requirements only or in addition to points.</i>
4.2.	Installation and Calibration of Electric Actuator Motors:	
4.2.1.1.	Mandatory Requirements	130
4.3	Support Requirements	
4.3.1.	Technical and Testing	025
4.3.2.	Training	025
4.3.3.	Quality Assurance Guarantees	060
4.3.4.	Technical Support	045
4.3.5.	Payment Terms	015
4.4.	Business Information:	
4.4.1.	Offeror Information	050
4.4.1.1.1.	References	050
4.5.	Cost:	300
4.6	Offeror Background and Experience:	150
	TOTAL POINTS	850

5.3 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, 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. Installation and Calibration – Electric Actuator Motors

5.2.1 General Requirements

5.2.1.1 **Mandatory** Requirements

5.2.1.1.1. [10 point(s) will be awarded for compliance.]

5.2.1.1.2. [10 point(s) will be awarded for compliance.]

5.2.1.1.3. [10 point(s) will be awarded for compliance.]

5.2.1.1.4. [10 point(s) will be awarded for compliance.]

5.2.1.1.5. [10 point(s) will be awarded for compliance.]

5.2.1.1.6. [10 point(s) will be awarded for compliance.]

5.2.1.1.7. [10 point(s) will be awarded for compliance.]

5.2.1.1.8. [10 point(s) will be awarded for compliance.]

5.2.1.1.9. [10 point(s) will be awarded for compliance.]

5.2.1.1.10. [10 point(s) will be awarded for compliance.]

5.2.1.1.11. [10 point(s) will be awarded for compliance.]

5.2.1.1.12. [10 point(s) will be awarded for compliance.]

5.2.1.1.13. [10 point(s) will be awarded for compliance.]

5.2.1.2 **Desirable** Requirements [None]

5.3. Support Requirements

5.3.1. Technical and Testing

5.3.1.1. **Mandatory** Requirements

5.3.1.1.1. [25 point(s) will be awarded for compliance.]

5.3.1.2. **Desirable** Requirements [None]

5.3.2. Training

5.3.2.1. **Mandatory** Requirements

5.3.2.1.1. [25 point(s) will be awarded for compliance.]

5.3.2.2. **Desirable** Requirements [None]

5.3.3. Quality Assurance Guarantees

5.3.3.1. **Mandatory** Requirements

5.3.3.1.1. [25 point(s) will be awarded for compliance.]

5.3.3.1.2. [25 point(s) will be awarded for compliance.]

5.3.3.2. **Desirable** Requirements

5.3.3.2.1. [10 point(s) will be awarded for compliance.]

5.3.4. Technical Support

5.3.4.1. **Mandatory** Requirements

5.3.4.1.1. [20 point(s) will be awarded for compliance.]

5.3.4.1.2. [25 point(s) will be awarded for compliance.]

5.3.4.2. **Desirable** Requirements [None]

5.3.5. Payment Terms

5.3.5.1. **Mandatory** Specifications

5.3.5.1.1. [15 point(s) will be awarded for compliance.]

5.3.5.2. **Desirable** Specifications [None]

5.4. Business Information

5.4.1. Offeror Information

5.4.1.1. **Mandatory** Specifications

5.4.1.1.1. References [50 point(s) will be awarded for compliance.]

5.4.1.2. **Desirable** Specifications [None]

5.5. Cost

5.5.1. **Mandatory** Specifications [total point(s) available]

up to 300 point(s) will be awarded based on the following formula:

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

5.5.2 **Desirable** Specifications [None]

5.6. Offeror Background and Experience

5.6.1 **Mandatory** Specifications [150 total point(s) available]

5.6.1.1. [up to 50 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.]

5.6.1.2. [up to 50 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.]

5.6.1.3. [50 point(s) will be awarded for compliance.]

5.6.2. **Desirable** Specifications [None]

APPENDIX A - NOTICE OF INTENT TO RESPOND

EBID 2018-01
ELEPHANT BUTTE IRRIGATION DISTRICT
Installation and Calibration Services – Electric Gate Actuators

Please return this form via mail, email or hand deliver no later than 4:30 PM MOUNTAIN DAYLIGHT TIME ZONE on or before October 6, 2017 to gnorvell@ebid-nm.org. Please note: This form should be returned whether or not you intend to participate in this procurement.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Telephone: _____

Cell Phone: _____

Email: _____

Fax: _____

Mark one of the following:

We do plan to respond to this RFP with a proposal

We do not plan to respond to this RFP

Reason if you do not plan to respond:

Name/Title: _____

Signature: _____

APPENDIX B – COST RESPONSE FORM

RFP # EBID 2018-01

Installation and Calibration Services – Electric Gate Actuators

Offeror: _____

Description	Quantity	Unit Price	Total Cost
Installation and Calibration of Eastside/Westside Heading Gate Electric Actuators	14 sites	price per site = \$	
Replace Gate Stems/each	1 each as needed	price per stem = \$	
			\$

Signed by Authorized Representative

Date

APPENDIX C – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ELEPHANT BUTTE IRRIGATION DISTRICT

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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX D – Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of this procurement contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of this procurement contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX E – Supplementary Information