



**Cibola County**

**RFP No. 2024-004**

**REQUEST FOR QUALIFICATIONS BASED PROPOSALS**

**PROJECT:** Quartz Hill Trail System Construction

**PROPOSAL DEADLINE:** May 3, 2024 at 2:00PM

**PROCUREMENT AGENT:** WENDY SELF

**Address: 700 East Roosevelt Ave. Ste 50  
Grants, NM 87020**

**Telephone: 505-285-2513**

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**Return Sealed Proposals to:**

CIBOLA COUNTY  
Purchasing/Risk Management Office  
700 East Roosevelt Ave. Ste. 50  
Grants, NM 87020

Attn: Wendy Self  
Chief of Procurement  
Phone: 505-285-2513  
Fax: 505-285-5434  
E-Mail: [wendy.self@co.cibola.nm.us](mailto:wendy.self@co.cibola.nm.us)

**CLOSING DATE: May 3, 2024 @ 2:00PM**

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- **Proposal of Offeror Form must be completed in full and returned with the Proposal Offer.**
- This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
- Do not return the Request for Proposal (RFP) in case of "No Response".
- Proposals must be received in the County's Central Purchasing Office or via e-mail to [wendy.self@co.cibola.nm.us](mailto:wendy.self@co.cibola.nm.us) by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Faxed Proposals will not be accepted.**
- **Proposals shall be submitted and sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror. Submit Proposal Offer in accordance with the Request for Proposal.**

***Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.***

***THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.***

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## **PROJECT BACKGROUND**

Cibola County is seeking a qualified trail contractor to construct a sustainable trail system on National Forest System lands within the Mt. Taylor Ranger District. The project is located near Quartz Hill in Cibola County New Mexico, T10N., R11W., portions of Sections 17-20, 29-32 and T10N., R12W., portions of Sections 23-26, 35-36.

Cibola County received Federal Highway Administration (FHWA) Recreational Trails Program (RTP) grant funding for the project. Cibola County has a Cooperative Agreement with the Forest Service to complete the Quartz Hill Trail System. The Quartz Hill Trail network consists of 29 miles of trail. Only 11 of the 29-mile system have been identified and prioritized for construction by the Forest Service.

The Cooperative Agreement Scope of Work (SOW) outlines the tasks Cibola County is scheduled to accomplish during the 2024 field season. Cibola County is offering the 11 miles of trail to be completed by a qualified trail contractor. Trail construction is subject to available funding. Hand construction is the preferred method of construction, however, mechanize construction assisting hand efforts will be considered if the footprint of the equipment is less than 35". Cibola County will coordinate with the Forest Service to complete 2024 tasks.

The Forest Service Quartz Hill Trail Design & Specifications/maps will be used to ensure the trail has been completed to specification. Cibola County will delegate the oversight responsibilities of the trail construction to the Forest Service. The trail contractor will work directly with the Forest Service Program Manager on all aspects of trail construction. The Forest Service Program Manager will work with the Cibola County Chief of Procurement Officer on quality assurance coordination.

The Forest Service will systematically inspect each trail segment to ensure the trail construction meets the Quartz Hill Trail Design & Specifications. The contractor is expected to coordinate directly with the Forest Service Project Manager on all day-to-day operation. The contractor is expected to timely schedule inspections at 90% completion and at final completion or any clarification on the specs. The 90% inspection will provide for fixing any defects of prior work. The final inspection will be used to document the required Quartz Hill Trail Design & Specifications have been achieved.

## **SCOPE OF SERVICES**

The project will consist of constructing approximately 11 miles of trails in the Zuni Mountains of the Mt. Taylor Ranger District. A map of the proposed trail network is included as **Exhibit A (See attached)**.

Task 1 – Construct 11 miles of new, sustainable trail (see QH Trail Design & Spec Maps)

Task 2 – Install 7 equestrian gates and bike cattleguards at each pasture fence crossings (see QH Trail Design & Spec Maps)

## SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Procurement Office	March 21, 2024
2. Distribution List	Procurement Office	April 4, 2024
3. Site Visits	Onsite Pre-Proposal Meeting	<b>April 12, 2024 @ 2:00PM</b>
4. Deadline to submit Questions	Potential Offerors	April 16, 2024
5. Response to Written Questions	Procurement Manager	April 23, 2024
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 3, 2024 @ 2:00PM</b>
7. Proposal Evaluation	Evaluation Committee	May 9, 2024
10. Award	Final	May 24, 2024- Tentative to Commission Approval.
11. Protest Deadline	Procurement Office	+ 15 days

## REQUIREMENTS

The County will evaluate proposals and select a qualified Trail Contractor for the Quartz Hill Trail construction consisting of the following tasks:

- Task 1 – Construct 11 miles of new sustainable trail to the QH Trail Design & Specs.
- Task 2 – Install 7 equestrian gates and bike cattleguards at each pasture fence crossings (see QH Trail Design & Specs)

The County will delegate the oversight responsibilities of tasks 1 & 2 to the Forest Service. The trail contractor will work directly with the Forest Service Program Manager on all aspects of tasks 1 & 2.

The Trail Contractor shall submit a proposed plan of execution identifying the workforce resources committed to the project and expected hours of operation to demonstrate how the project will be completed in a timely manner.

The County shall require the contractor to submit a milestone timeline by each trail segment to ensure project completion by the deadline of September 20, 2024. No extensions will be allowed.

Project billing will be based on Forest Service inspection reports providing the verification needed for Cibola County to approve progress and completion payments.

### Project Specifications / Requirements.

The Trail contractor shall include trail construction specialists, contractor and subcontractors properly licensed in New Mexico for the type of work required. The Offeror shall have successfully completed Trail Construction work of a similar scope and project type.

Project management by the Trail Contractor will be given high consideration for selection. The Trail Contractor shall indicate how they have managed similar projects as well as how they intend to manage this project, including evidence of success with their process and indication of personnel with direct experience. The Forest Service confirm compliance with the QH Trail Design & Specs and approve

progress and completion payments.

The Trail Construction Firm shall be responsible to meet all applicable design and building Codes, regulations, ordinances and statutes, recognized Security guidelines, and ADA standards, as applicable and current as of the date of this construction.

The County will require the use of the AIA A141-2014 Standard Form of Agreement Between Owner and Trail Contractor as modified by the County, available upon request.

Other requirements may be attached as Addenda to this solicitation.

## **TERMS AND CONDITIONS** **(Unless otherwise specified)**

1. **FORM OF SUBMISSION.** Each Qualifications Based Proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and five (5) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror.**

- Front cover
- Submittal letter
- Table of Contents
- Divider Pages
- Certificates of Insurance
- Back Cover
- Proposal of Offeror Form

Proposals that exceed this page limit, or contain additional attachments such as catalogs, computer disks, etc., will be rejected as non-conforming/non-responsive.

**Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**

2. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with Cibola County and shall not be considered for award of the contract during the period for which it is debarred or suspended.

3. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

4. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s) and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.

5. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).

6. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.

7. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material which is designated by the Offeror as proprietary or confidential. Proprietary or 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. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes 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.
8. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
9. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
10. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Thirteenth Judicial District Court, Cibola County, State of New Mexico.
11. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of this Request for Qualifications Based Proposals. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contract the County plans to use is based on AIA A141-2014 Standard Form of Agreement Between Owner and Design-Builder as modified by the County. A copy of the contract is available from the County upon request.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

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

12. **CONTRACT AMENDMENTS.** The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless provided in writing by the County. Verbal discussions or agreements shall not bind the County.
13. **TERMINATION OF CONTRACT.** In case of a breach of any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

In addition, any contract awarded as a result of the Request for Proposal may be terminated if

sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

- 14. SPECIFICATIONS.** It is the intent of the County to make this Request for Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.
- 15. INDEMNITY.** The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 16. LICENSING.** The Offeror awarded the contract shall possess a current license in the State of New Mexico and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.
- 17. STATUS OF OFFEROR.** The successful Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.
- 18. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.
- 19. NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 20. TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.
- 21. ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.

**22. RECORDS.** All records and documents are property of Cibola County and United States Forest Service and shall be returned to Cibola County upon termination of any contract.

**23. OWNERSHIP OF PLANS.** Offeror awarded the contract acknowledges that the reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents of the successful Offeror are instruments of service, not products. Although ownership of such documents is normally retained by the Offeror, they nonetheless shall on this project become the property of the County. Plans, drawings, and other similar documents shall not be reproduced, copied or duplicated without the express written authorization of the County.

The County agrees that no such documents will be subject to unauthorized re-use without written authorization of the successful Offeror to do so. Such authorization is essential because it requires the successful Offeror to evaluate the documents' applicability to new circumstances, not the least of which is the passage of time. In return for the successful Offeror's relinquishment of ownership, the County agrees to defend, indemnify and hold the successful Offeror harmless from any claim or liability for injury or loss allegedly arising from unauthorized re-use of the successful Offeror's instruments of service. The Owner further agrees to compensate the successful Offeror in defense of any such claim, in accordance with the successful Offeror's prevailing fee schedule and expense reimbursement policy.

**24. CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.

**25. LAWS GOVERNING CONSTRUCTION PROJECTS.** The Offeror awarded a contract shall be required to adhere to all applicable State and Federal laws, statutes, rules, regulations, and requirements associated with public works projects for New Mexico governmental entities, including, but not limited to, performance and payment bonding requirements (100% of contract), payment of applicable wage rates, subcontracting, use of New Mexico materials and timber, energy efficiency, use of recycled materials, health and safety regulations, Equal Employment Opportunity regulations, licensing, and all other statutes or regulations which are applicable to the proposed project.

**INSURANCE.** The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act. The successful Offeror must also carry and maintain during the period of the contract Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00, from an insurance company or companies with a Best Rating of A, or better.

***Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer.***

***The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.***

**26. LIQUIDATED DAMAGES.** Time is of the essence in the construction of the USDA Forest Service's Quartz Hill area on the Mt. Taylor Ranger District Trail. The County intends to negotiate with the selected team to identify the critical calendar dates for completion of the project. A liquidated damage charge of \$500 (Five Hundred Dollars) per day will be applied to the Design/Build contract for failure to meet the approved project schedule.

It is the County's intent to evaluate proposals and select a qualified trail contractor for the Quartz Hill Trails System. The trail contractor will construct the trails located within the USDA Forest Service's



Quartz Hill area on the Mt. Taylor Ranger District for the Cibola National Forest Service as follows:

## **CONTENTS OF PROPOSAL**

### **The proposal submitted by the Offeror shall, at a minimum, contain the following:**

To be considered for award of a contract pursuant to this Request for Proposal, each proposal shall contain the materials required herein and shall comply with the format described. The Offer shall contain a response to the specifications and requirements, and a response to other items identified in the Evaluation/Award section. Failure to provide required documentation and information as requested may result in rejection of the Offeror's Proposal.

### **PROPOSAL FORMAT/CONTENTS.**

The proposal must be organized and indexed in the following format and must contain, **at a minimum**, all listed items in the sequence indicated:

#### **SECTION 1. TRANSMITTAL / COVER LETTER.**

A. IDENTIFY THE OFFEROR AND CONTACT PERSON. Each Offeror shall identify the organization submitting the proposal. Provide the name, address and telephone/facsimile number of the Offeror. Each Proposal shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated.

Each Offeror shall name a primary contact and contact information of the person whom the County may contact for clarification or for further information.

B. BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Proposal.

C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the terms and conditions set forth in this Request for Proposal, if awarded a contract. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception. Each Proposal shall also acknowledge receipt and acceptance of any and all amendments to this Request for Proposal.

#### **SECTION 2. REQUIRED FORMS.**

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Acknowledgment of Addenda. Offeror shall acknowledge receipt and acceptance of any and all addenda.
- B. Current Certificate of Insurance.
- C. Campaign Contributions Disclosure Form.

#### **SECTION 3. RESPONSE TO SCOPE OF SERVICES.**

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as specific as possible.

1) SPECIALIZED TECHNICAL COMPETENCE.

- A. The Offeror shall identify key personnel that will be assigned to work on the project during its duration and their specific roles, experience and background as well as a listing of sub consultants and a description of their qualifications and areas of responsibility.
- B. Qualifications / Resumes. Since this is a Qualifications Based solicitation, each Offeror must supply resumes and other necessary information on each key person who will be assigned to perform work on the project, clearly identifying their specific roles, duties, and responsibilities as follows. The information must be sufficiently detailed so that the County's Evaluation Committee may evaluate the qualifications of the Offeror and their staff. **The Builder shall not substitute any Key personnel listed, throughout the duration of the selection process and the project, unless given written approval by the Owner.**

The Offeror shall provide the following information using the outline below. The Offeror may also apply the information contained in this form to the evaluation criteria as deemed appropriate by the Offeror.

Provide the name of the lead or prime firm in the Trail contractor.

Provide the names, addresses, voice and fax numbers along with staff size, number of registered/licensed professionals, for each of the following:

- General Contractor
- Trail Construction Specialist
- Any other specialty consultant

Provide a listing of the key Builder personnel and resumes for each of the following. Describe how long each of these key people has been associated with the firm and with previous related employers. It is understood some individuals may serve multiple roles during the design and construction phases.

- Build Project Manager
- Construction On-site Superintendent and Assistant Superintendent
- Pre-construction Services Manager/Lead Estimator
- Construction Administrator.

2) CAPACITY AND CAPABILITY.

- A. Provide information on the firm and the project team's current work load to the projected work load of this project and personnel.
- B. Provide a brief description of the scope, effort and approach the Offeror will utilize for the project.

3) PAST RECORD OF PERFORMANCE.

Each Offeror must describe its record of performance on contracts with government agencies or private industry as follows:

Provide a listing of the recreational trail Design/Build Projects completed by the Design/Trail contractor. Please limit listing to recent five (5) projects.

- Name and location of the Project
- Description of the Project. Length, type, specific features, etc. Date construction completed.
- Total Build costs, including Construction change orders, if any
- Name of at least two (2) references with telephone numbers.
- Indicate the primary individuals who will also be assigned to this project.

Provide a listing of other trail projects completed by the General Contractor. Provide other descriptive information noted above.

4) PROXIMITY TO OR FAMILIARITY WITH CIBOLA COUNTY.

- A. A description of the Offeror's proximity to or familiarity with the area in which the project is located and how members of the project team can respond to issues at the site. Offeror shall identify previous projects completed in the close vicinity of this project, including references.

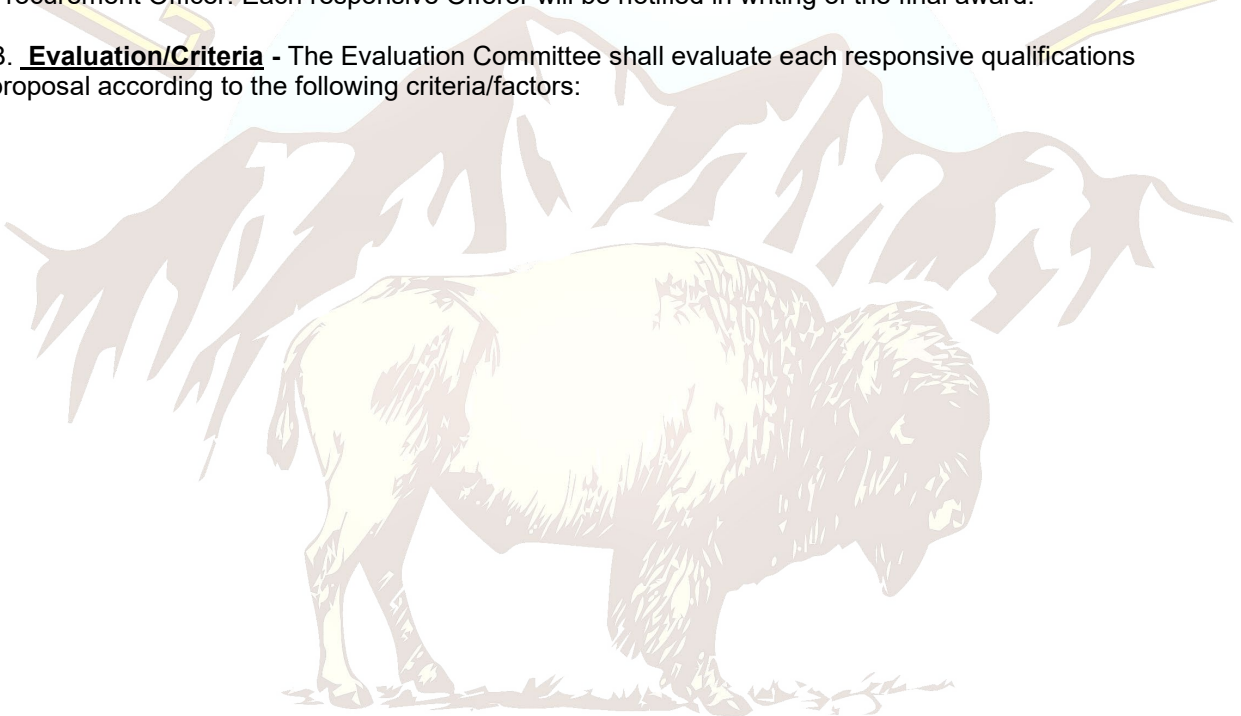
5) STATUTORY PREFERENCES

The County shall award additional points equivalent to: (1) eight percent of the total possible points to a resident business or Native American resident business; or (2) ten percent of the total possible points to a resident veteran business or Native American resident veteran business that has annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year pursuant to NMSA 1978 § 13-1-21 (2022). A contractor shall submit with its proposal a copy of a valid resident business, Native American resident business, resident veteran business or Native American resident veteran business certificate or valid resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor certificate issued by the taxation and revenue department to secure the additional statutory preference.

**PROPOSAL EVALUATION / AWARD**

A. **Evaluation Process** - The County shall evaluate the Proposals and select a trail contractor as follows. Each responsive Qualification-Based proposal shall be evaluated by an Evaluation Committee comprised of Cibola County and USDA Forest Service personnel, or representatives approved by the Chief Procurement Officer. Each responsive Offeror will be notified in writing of the final award.

B. **Evaluation/Criteria** - The Evaluation Committee shall evaluate each responsive qualifications proposal according to the following criteria/factors:



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<b>CRITERIA / FACTORS</b>	<b>Point Values</b>
<b>TECHNICAL COMPETENCE</b> - Specialized technical competence of the firm based on similar experience and qualifications of personnel selected to perform the work. Provide information about the firm's specific experience with similar projects that demonstrate competence to successfully complete the project.	<b><u>250</u></b>
<b>CAPACITY AND CAPABILITY</b> - Capacity and capability of the firm to perform the work including specialized services within the time limitations. Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost consideration and project administration requirements. Indicate the relationship of the work in this RFQ to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Firm is to perform the work including specialized services within the time limitations. Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost consideration and project administration requirements. Indicate the relationship of the work in this RFQ to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships.	<b><u>250</u></b>
<b>PAST RECORD OF PERFORMANCE</b> - Past performance record on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. Demonstrate through historical documentation that the firm can meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction.	<b><u>250</u></b>
<b>PROXIMITY TO OR FAMILIARITY WITH CIBOLA COUNTY</b> - Proximity to and familiarity with the area in which the project is located. Demonstrate the firm's ability to respond quickly to on and off-site requirements for design, construction, project administration and construction warranties. Indicate previous knowledge or experience regarding the project location and any current work or associated consultants who could enhance the firms' ability to provide timely responses or special expertise to project needs.	<b><u>150</u></b>
<b>WORK TO BE DONE IN NEW MEXICO</b> - The amount of trail construction that will be performed by resident business, Native American resident business, resident veteran business or Native American resident veteran business preference. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.	<b><u>100</u></b>
<b>PRICE . The score for Price will be evaluated by application of the following formula: <math>\text{Lowest Proposal Offer} / \text{Proposal Offer} \times 250 = \text{Points Awarded}</math></b>	<b><u>250</u></b>
<b>TOTAL POINTS</b>	<b><u>1,250</u></b>

E. Committee's Evaluation. The Committee's evaluation results will be provided to the Board of County Commissioners for determination of final award.

F. Negotiation. Award of a contract by the Board of County Commissioners is subject to successful negotiation with the most highly ranked Offeror. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror and negotiations undertaken with the third most highly ranked Offeror. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

G. Investigations. The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request for Qualifications Based Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a "responsible offeror" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

H. Right to Discontinue Procurement. The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request for Qualifications Based Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Qualifications Based Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

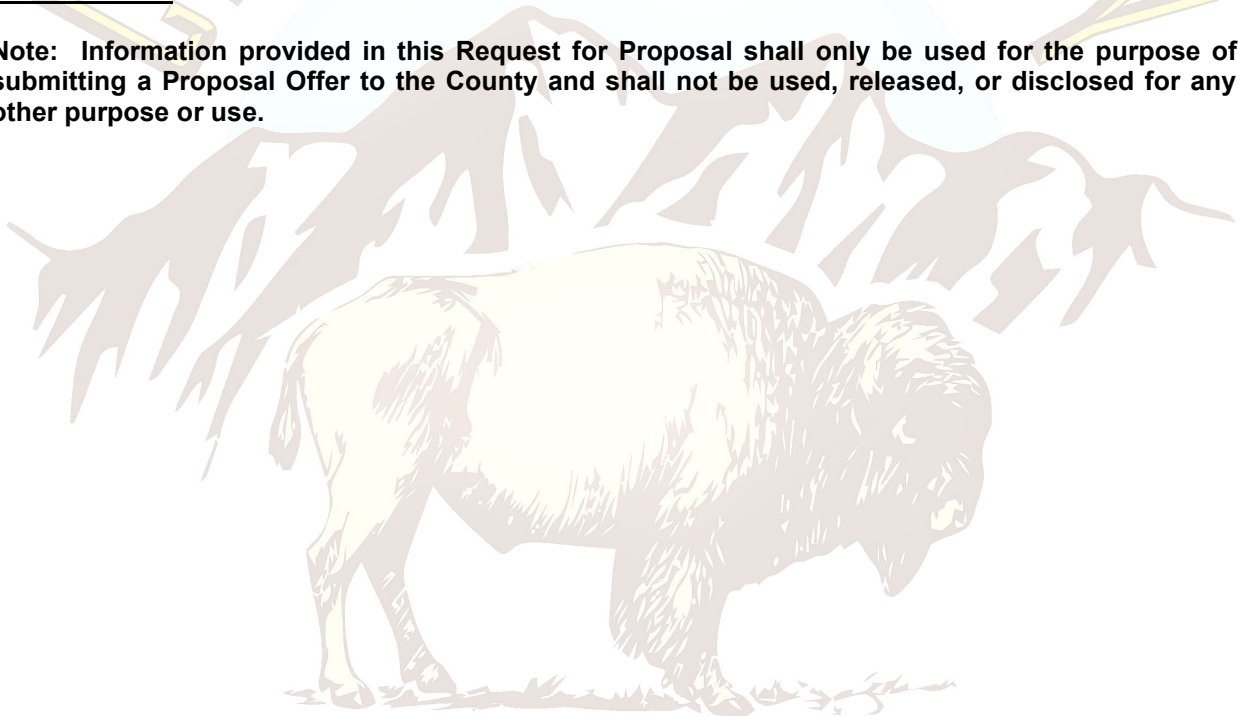
## QUESTIONS / SUGGESTIONS.

Questions and/or suggestions concerning this Request for Proposal shall be submitted *in writing* no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Chief of Procurement  
E-mail: wendy.self@co.cibola.nm.us

**Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.**

**Note:** Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.



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# PROPOSAL OF OFFEROR

**THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS**

**\* Do not reference another section within your Proposal Offer as a response.**

The following proposal is made for furnishing the following service for Cibola County, New Mexico.

## **RFP 2024-004, for the Quartz Hill Trail System Construction**

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

\_\_\_\_\_  
(Printed Name) (Signature)

\_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Offeror/Contractor Name) (Street Address)

\_\_\_\_\_  
(City, State & Zip Code) (E-Mail Address)

\_\_\_\_\_  
(Phone No.) (Facsimile No.)

**ATTN: CIBOLA COUNTY CONTRACTORS**

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter in to a contract with Cibola County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with Cibola County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

***A prospective contractor, family member, or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for Cibola County are listed above.***

**Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with Cibola County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to Cibola County's Central Purchasing Office located at 700 East Roosevelt Avenue, Grants, NM 87020.**

Please contact the Office of Central Purchasing at (505) 285-2513, Monday-Thursday, 8:00 a.m. to 5:00 p.m., should you have any questions or concerns.

Sincerely,

Wendy Self  
Chief Procurement Officer

Enclosure

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## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2011), 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, which has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or 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) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

\_\_\_\_\_  
Business Name

--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.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

\_\_\_\_\_  
Business Name

**ACKNOWLEDGEMENT OF RECEIPT FORM**

RFP NO. 2024-004

**BUILD SERVICES for the Quartz Hill Trail System Construction**

**28 PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM and EXHIBITS A).**

***NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.***

**PROPOSAL INFORMATION:**

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

\_\_\_\_\_  
OFFEROR NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**RETURN TO:**  
NEW MEXICO EST. 1981

Wendy Self  
Chief of Procurement  
PHONE 505-285-2513  
FAX 505-285-5434  
Wendy.self@co.cibola.nm.us

**Faxed copies of the Acknowledgement of Receipt Form will be accepted.  
Faxed Proposal responses **WILL NOT** be accepted.**



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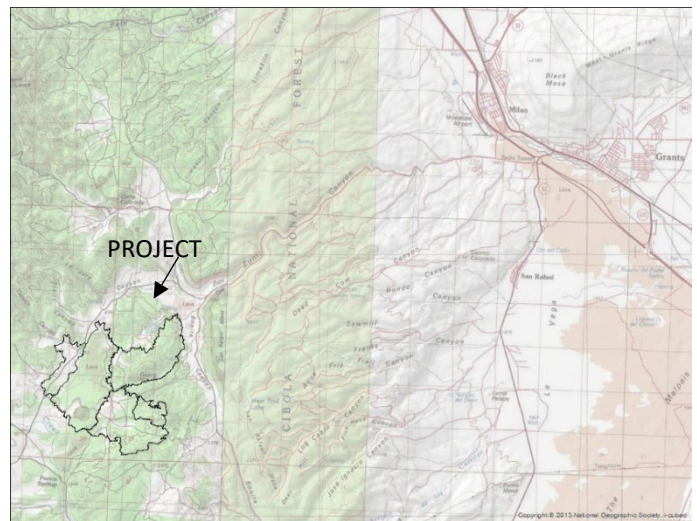
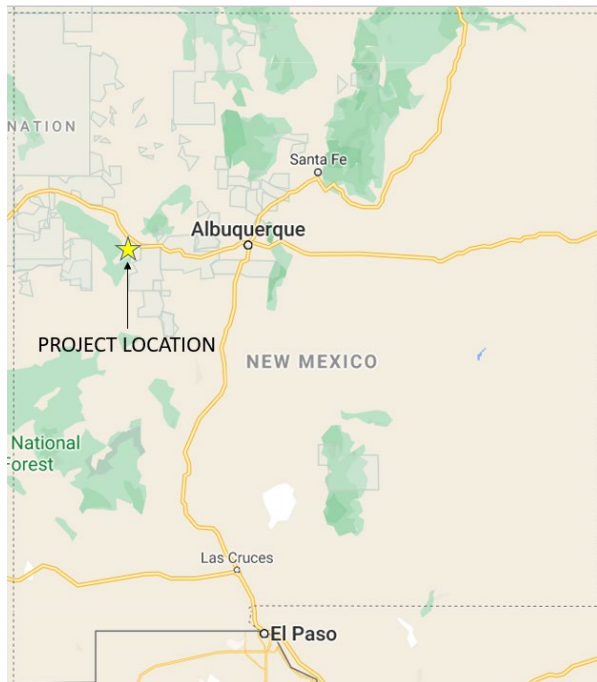
# 2024 QUARTZ HILL TRAIL DESIGN & SPECIFICATIONS/MAPS

## Segments 1-5

### ZUNI MOUNTAINS TRAIL PROJECT – QUARTZ HILL CIBOLA NATIONAL FOREST, MOUNT TAYLOR RD

#### Project Location

**Location** - The Quartz Hill Trail System project is located approximately 16 miles SW of Grants, New Mexico. Access to the area is via a well-maintained gravel road.



**Area Description** – The Quartz Hill trail system project is SW of Grants, New Mexico at an average elevation of 7500'. Typical vegetation is openly spaced ponderosa pine forest with pockets of oak and other brush. Project area terrain is characterized as rolling with typical side slopes of 0-20 degrees. Soils are generally exposed with pine needle cast in the ponderosa with little undergrowth. Various rock formations are present within or near most of the project area with some areas of volcanic bedrock and granite formations.

## Work Item Descriptions & Specifications

**New Trail Construction (11 miles)**- This work includes all steps for full bench trail construction from flagline to finished product ready for public use. The steps include **clearing**, **trailway excavation** and **finish** work.

### A) CLEARING

This work consists of clearing, grubbing, trimming, removing, and treating trees, logs, limbs, branches, brush, plants, and other vegetation prior to excavation of trail tread.

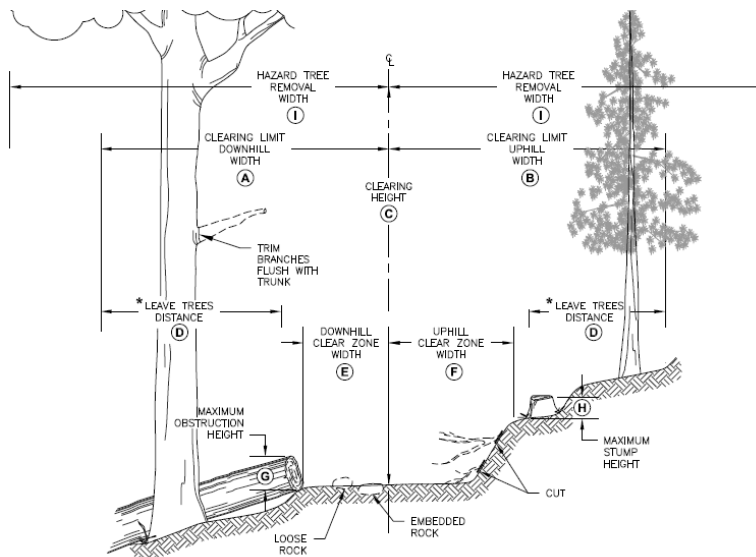
**Clearing Specifications.** See diagram and table below.

**Material to Be Cleared.** Remove all live trees (6" and smaller), logs, limbs, branches, brush, herbaceous plants, and other vegetation within **CLEAR ZONE(E&F)**.

- Cut limbs flush with trunk.
- Cut all limbs on tree to same height, do not cut only one side.
- Stumps within CLEAR ZONE (E&F) must be completely removed (stump+rootball).
- Stumps not within CLEAR ZONE shall be cut flush with the ground.

Note: Near system roads, unauthorized routes, and near flat open areas where there is potential for motorized vehicles to access the constructed trail system, leave enough vegetation as "chokers" to discourage and limit unauthorized motorized access.

**Disposal of Material:** Scatter debris evenly below the CLEARING LIMITS (A&B). Do not place materials in stream channels, drainage ways, ditches, culvert inlets, or other locations where they would prevent the free flow of water away from the trailbed.



CLEARING LIMITS			LEAVE TREES		CLEAR ZONE	
DOWNHILL WIDTH (A)	UPHILL WIDTH(B)	CLEARING HEIGHT(C)	DISTANCE (D)	DIAMETER	DOWHHILL WIDTH (E)	UPHILL WIDTH (F)
4FT	4FT	10FT	2FT	6IN	24IN	24IN

## B) TRAILWAY EXCAVATION

This work consists of excavation and removal (digging, grubbing) of soil, rock, and other material for establishment of a trail tread.

- Full bench trail construction in mineral soil.
- Tread width shall be 24". Deviation in tread width is permitted where immovable rock slabs are present.
- Tread outslope of 5%.
- Minor deviations in alignment from flagline of  $\pm 12$  inches in vertical alignment and 36 inches in horizontal alignment with smooth transitions are acceptable without approval.

**Trailway Excavation Specifications.** See ["Typical Trail Cross Section"](#) diagram below.

Disposal of Material: Remove/disperse excavated material evenly below lower shoulder while not creating berms or other piles. Do not place materials in stream channels, drainage ways, ditches, culvert inlets, or other locations where they would prevent the free flow of water away from the trailbed.

## C) FINISH

This work consists of establishment of trail backslope, filling of holes and other steps to provide a consistent tread, dispersal of remaining excavated material and removal of any remaining vegetation.

Finish/excavate backslope to mimic prevailing slope (upper shoulder width dependent upon prevailing slope). Transition between excavated backslope and natural hillside shall be smooth with no edge.

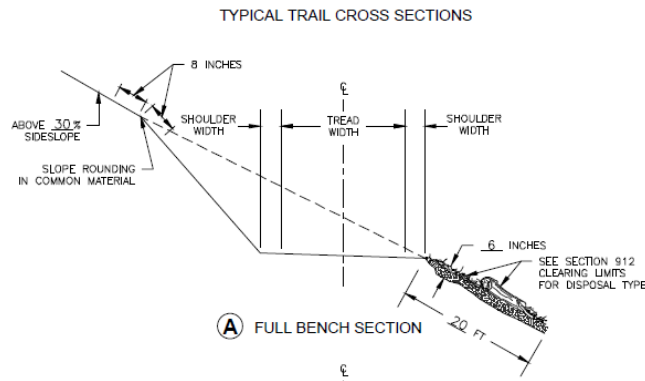
Remove loose rock and other material within tread and backslope.

Fill holes in tread with suitable material, compact, and cut high points to provide a uniform trailbed finish except where natural features such as large, imbedded rocks/rock slabs are present. In these instances, rock shall remain.

Ensure finished tread width is 24”.

Ensure all excavated materials are dispersed downhill from tread with no remaining materials forming berms or piles.

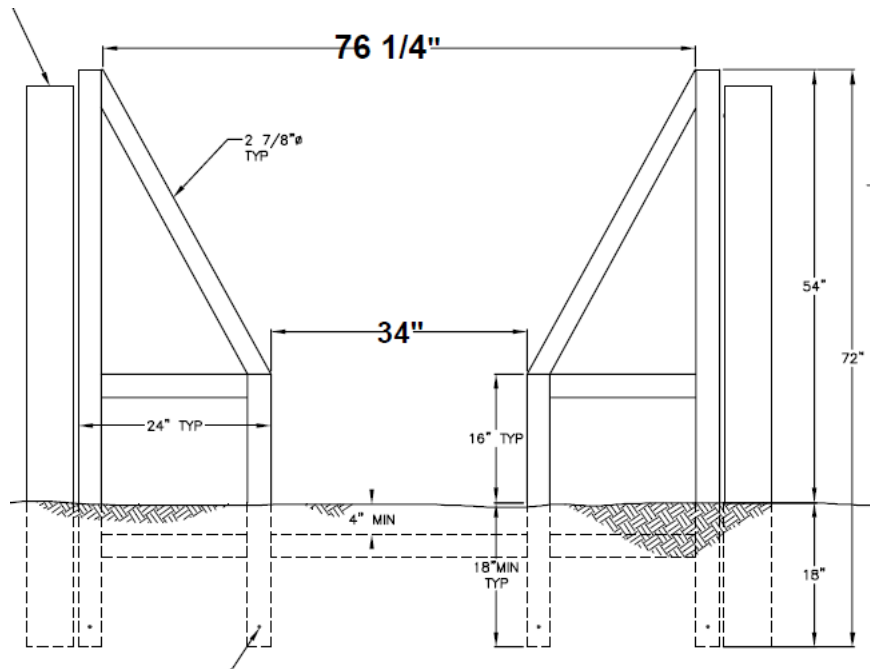
Cut/remove any remaining branches or other vegetative material within CLEAR ZONE.



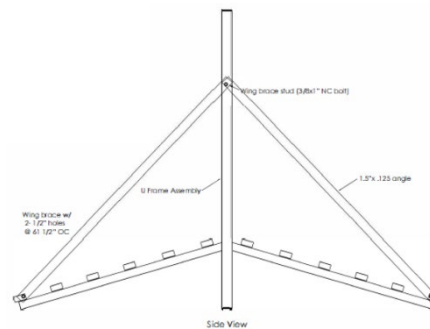
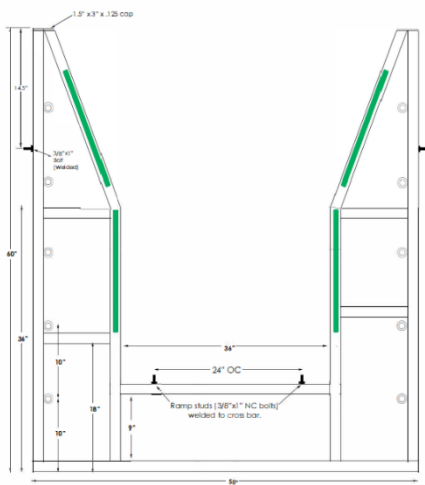
#### D) GATE & LIMITER INSTALLATION

This work consists of installation of 7 mountain bike/rollover cattleguards and 7 equestrian gates at points (as staked/flagged on ground) where new trail construction crosses allotment fencing (cattleguards and gates will be supplied).

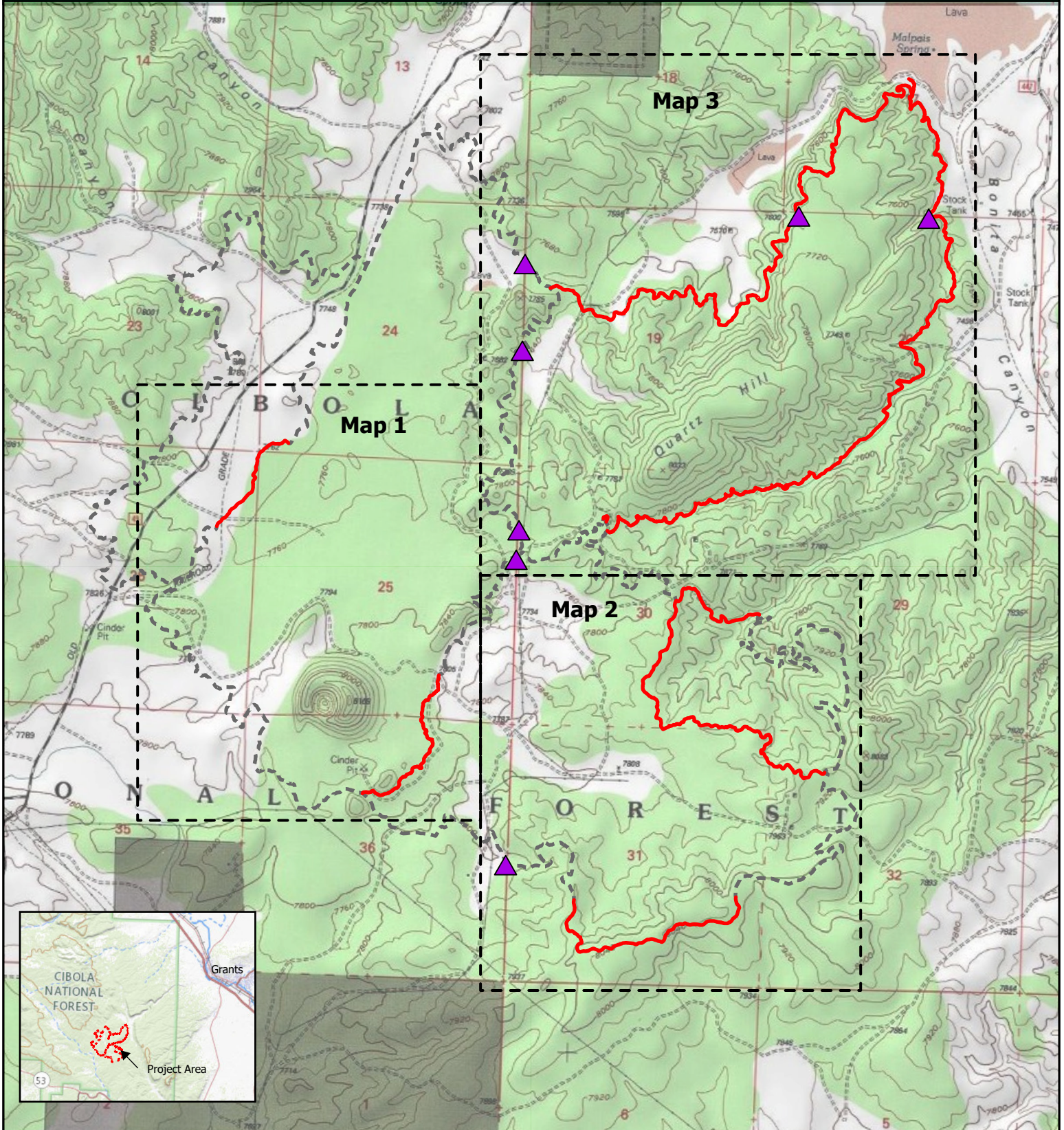
**Equestrian Gate** – Installation requires assembly, excavation of installation holes and modification of fencing.



**Mountain Bike Cattleguard** – Installation requires assembly of bike cattleguard and modification of wire fencing – cattleguard sits atop of surface.










Spatial Reference  
Name: NAD 1983 UTM Zone 13N  
Datum: North American 1983  
Projection: Transverse Mercator

**Legend**

-  Equestrian gate/Cattleguard
-  New trail construction
-  Reference trail

Date: 3/12/2024

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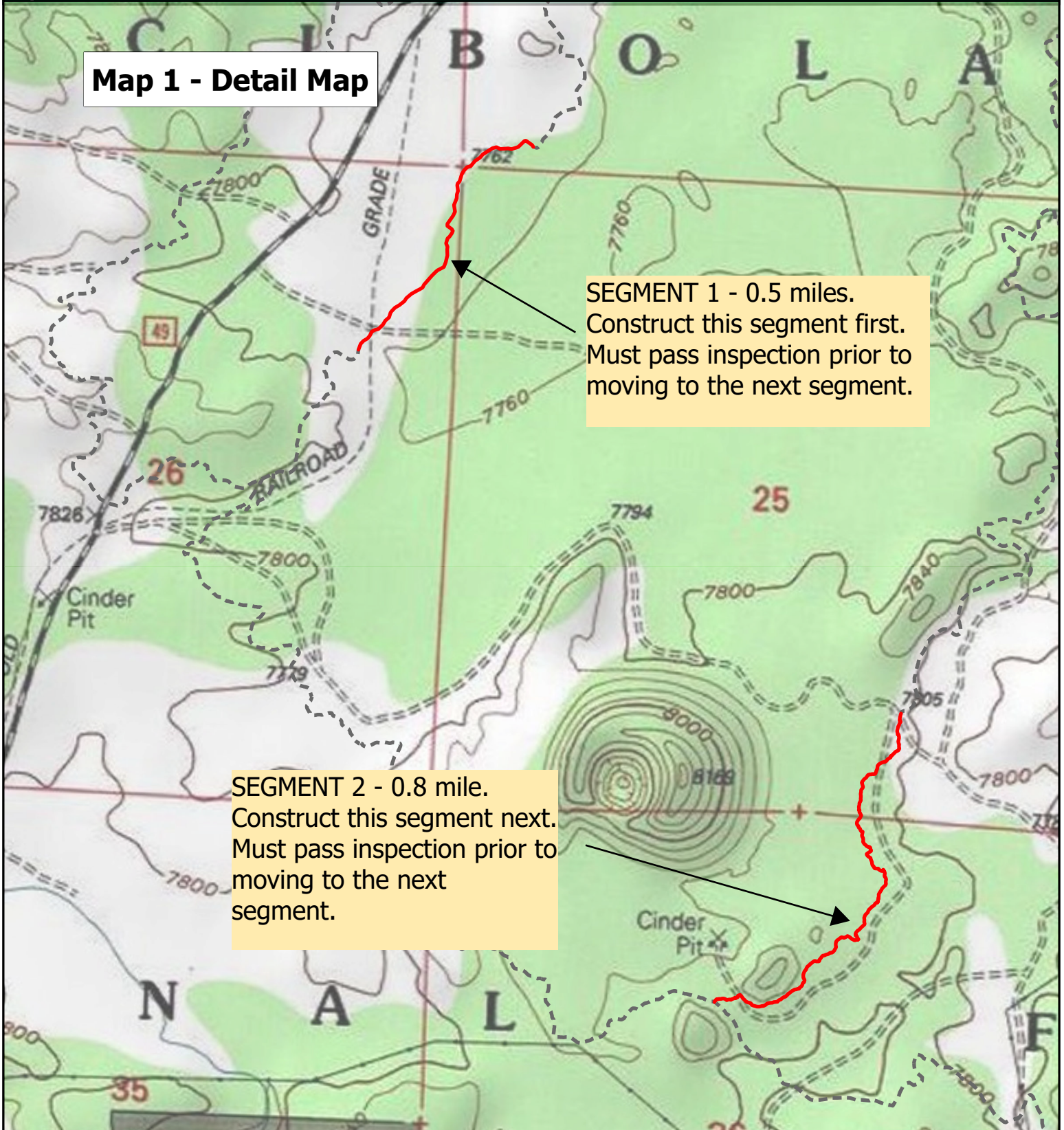


0 0.25 0.5 Miles

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**Map 1 - Detail Map**



SEGMENT 1 - 0.5 miles.  
Construct this segment first.  
Must pass inspection prior to  
moving to the next segment.

SEGMENT 2 - 0.8 mile.  
Construct this segment next.  
Must pass inspection prior to  
moving to the next  
segment.

Spatial Reference  
Name: NAD 1983 UTM Zone 13N  
Datum: North American 1983  
Projection: Transverse Mercator

**Legend**

- New trail construction
- - - Reference trail

Date: 3/8/2024

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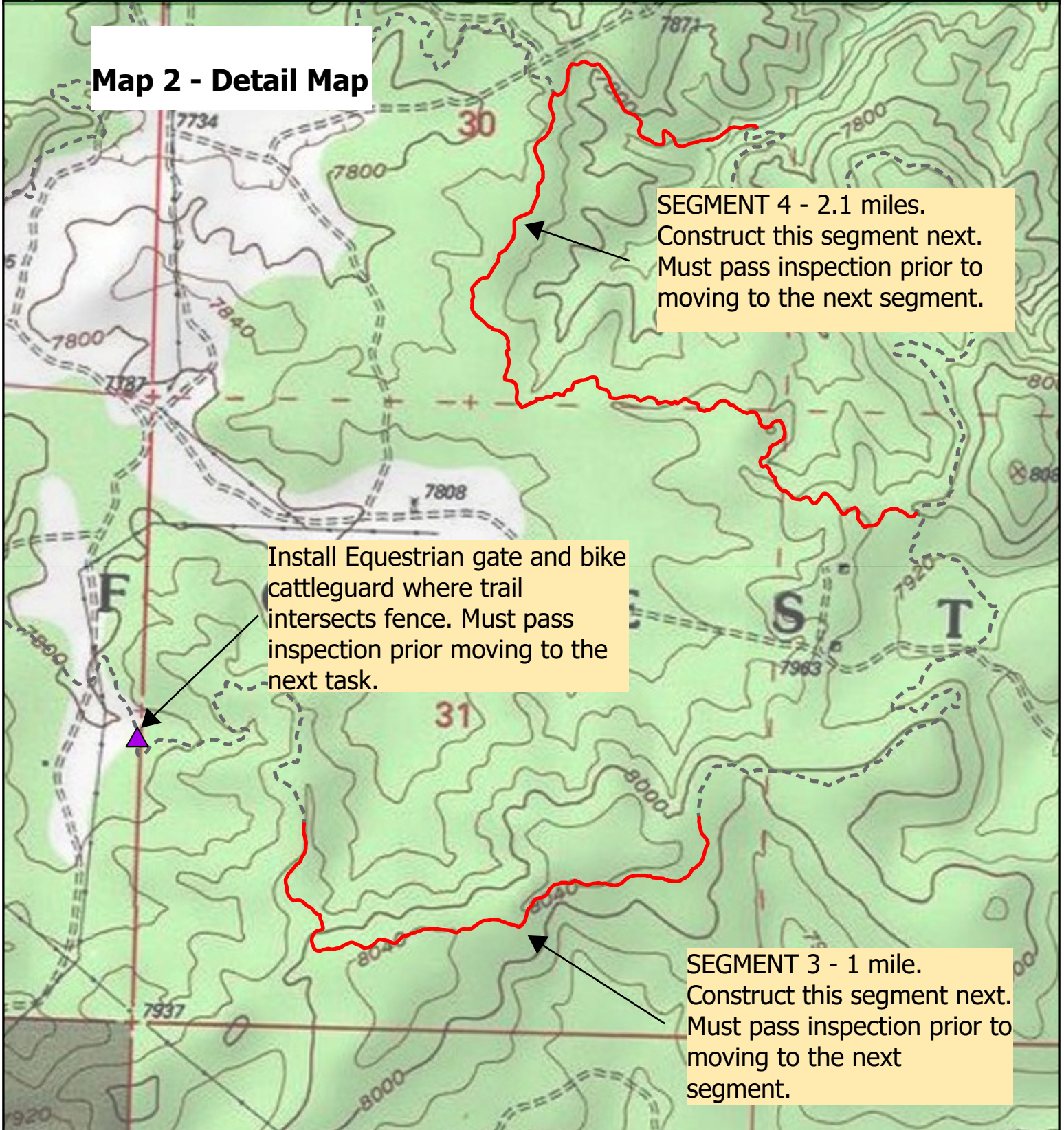


0 0.1 0.2 Miles

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**Map 2 - Detail Map**






SEGMENT 4 - 2.1 miles.  
Construct this segment next.  
Must pass inspection prior to moving to the next segment.

Install Equestrian gate and bike cattleguard where trail intersects fence. Must pass inspection prior moving to the next task.

SEGMENT 3 - 1 mile.  
Construct this segment next.  
Must pass inspection prior to moving to the next segment.

Spatial Reference  
Name: NAD 1983 UTM Zone 13N  
Datum: North American 1983  
Projection: Transverse Mercator

**Legend**

-  Equestrian gate/Cattleguard
-  New trail construction
-  Reference trail

Date: 3/12/2024

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0 0.1 0.2 Miles

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### Map 3 - Detail Map

Install Equestrian gates and bike cattleguards where trail intersects fence. Each EGBC must pass inspection prior to moving to the next task.

SEGMENT 5 - 6.7 mile.  
Construct this segment last.  
Must pass inspection prior to concluding construction.

Spatial Reference  
Name: NAD 1983 UTM Zone 13N  
Datum: North American 1983  
Projection: Transverse Mercator

#### Legend

-  Equestrian gate/Cattleguard
-  New trail construction
-  Reference trail

Date: 3/8/2024

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0 0.13 0.25 Miles