

County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



**RFP No 14-005 Grant Writing Services
For Otero County Administration**

**Proposal Deadline: Tuesday, November 26,
2013, @ 3:00 P.M.**

Purchasing Agent: Ginger Herndon

INVITATION FOR BIDS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: GRANT WRITING SERVICES
RFP NO: 14-005
OPEN: TUESDAY, NOVEMBER 26, 2013 @ 3:00 PM
FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL (gherndon@co.otero.nm.us)

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL
OTERO COUNTY PURCHASING
1101 NEW YORK AVE. Room 118
ALAMOGORDO, NN 88310

HAND CARRIED
PURCHASING OFFICE
1101 NEW YORK AVE, Room 118
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE
CONTAINING THREE (3) PROPOSAL COPIES AND ONE (1) ORIGINAL
MUST BE SEALED AND THE FOLLOWING IDENTIFYING
INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). BID NUMBER ASSIGNED BY THE COUNTY TO THE INVITATION FOR BIDS
- 3). OPENING DATE AS IDENTIFIED ON THE BID OR SUBSEQUENT ADDENDA

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL BE ACCEPTED

PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the Purchasing Agent listed below. Offerors may contact **ONLY** the Purchasing Agent regarding the procurement. Inquiries and requests made to other county staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Ginger Herndon Purchasing Agent
Otero County Purchasing
1101 New York Ave.
Alamogordo, New Mexico 88310

Telephone: (575) 434-0710
Fax: (575) 443-2914
E-mail gherndon@co.otero.nm.us

PURPOSE OF THIS REQUEST FOR PROPOSALS

Otero County seeks proposals from interested and qualified firms or independent individuals to assist the County in identifying and monitoring of federal, state, regional, local foundation grant opportunities. It is the intent of the County to secure the services of a highly qualified firm and/or independent individual with experience and performance in successfully securing grant funding. This will be a one year contract with the option to renew an additional three years not to exceed a total of four years

BACKGROUND INFORMATION

Otero County is one of 33 counties in the State of New Mexico; the county seat is located in Alamogordo. The County comprises 6,627 square miles in the south-eastern part of the state; it borders five counties and a section of the State of Texas.

Funding is critical to success of the County and the County desires to take advantage of every appropriate opportunity for grants that may supplement funding to accomplish Otero County goals. The County needs and wants to take advantage of every public or private grant that is available to help support the County's Vision. Because grant research, coordination and writing is time consuming the most effective approach is to procure an experienced firm or individual to accomplish this task.

SCOPE OF WORK

The Successful Proposer(s) shall provide assistance to the County in identifying grant opportunities, and general grant writing services associated with the completion of grant applications. The Successful Proposer(s) shall coordinate with the County Manager and write and manage the preparation of grant application/proposal documents, track the approval process, and follow up on any additional requirements. Conduct research to identify available grants and provide general grant writing services associated with the completion of grant applications/proposals on behalf of the County.

THE SUCCESSFUL PROPOSER(S) SHALL:

Contractor(s) shall perform, when requested by the County Manager, services including, but not limited to the following:

Obtain a clear understanding of the target area and County priorities;

Research public and private funding opportunities consistent with the priorities set by the County, present findings and make recommendations;

Review funding possibilities with the County to describe the needs that will be met and establish a coordinated approach and strategy for the grant effort;

Write, coordinate, manage, prepare and submit grant applications/proposals to identified public and private sector funding sources;

Provide a monthly report identifying the number of applications submitted, the entity submitted to, the dollar amount requested, matching funds required, a description of project/program, awards, denials and copies of submitted grant;

Monitor grants and provide appropriate reports to comply with grantor's requirements including closeout documents;

Provide progress reports with billing invoices identifying in detail services provided during billing period;

Meet with the County Manager to discuss project scope, as necessary. Meetings shall take place as deemed necessary to evaluate the grant writing process and to discuss progress and unique issues that may surface;

Work in close coordination with the County Manager. All work products will be produced in close cooperation and with final approval from the County Manager;

INDEPENDENT CONTRACTOR

Any awarded vendor shall provide the services required

Contractor shall cover, at their own expense, all consumable items related to work under this agreement such as ink, paper and computer disks. Contractor will also provide the equipment necessary for the completion of the proposal such as computers, printers, cameras, scanners, etc. **The Awarded Contractor will be paid strictly through the grant administration fees built into each grant. There will be no other salary offered by Otero County to the Contractor.**

Qualifications of Principal Personnel — Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Indication of special skills or strengths of key personnel should be submitted, if applicable. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team. Include all areas of work that is to be performed by the subcontractor(s).

Identify the individual(s) that will be assigned to the County. Provide resume(s) listing experience and qualifications including ability to effectively communicate both verbally and written. Identify the Project Manager/Liaison and submit the resume of the person chosen to be Project Manager/Liaison to the County. The Project Manager/Liaison must be available at all times during normal business hours to assist, meet and visit with the County Manager when needed. If during the course of the project the Successful Proposer makes personnel changes, the County has the right of review, acceptance, and/or reject proposed substitute(s).

Any awarded vendor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent contractor the awarded vendor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The vendor shall be responsible for all income tax, FICA, and any other withholdings from its employees or subcontractor's wages or salaries. Benefits for same shall be the responsibility of the vendor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The contractor shall hire, compensate, supervise, and terminate members of its work force. The contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The contractor will not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract nor shall the County pay for any business, travel, or any other contract performance.

All electronic files, audio and /or video recordings and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of Otero County and will be turned over to the County upon request.

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document: - This RFP is issued by the County Purchasing Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The County Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format.
2. Questions/Clarifications - Prospective Offerors are encouraged to call or e-mail the Purchasing Agent concerning any questions about the scope of work or the RFP schedule. Additional copies of the RFP can be obtained from the Purchasing Agent
3. Deadline to Submit Additional Written Questions
Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 3:00 p.m. on November 15, 2013. **All written questions must be submitted to the Purchasing Agent via postal service, hand-delivery, email, or facsimile. Questions must be submitted by November 15, 2013 @ 4:00 pm (local time).** All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. **Include the e-mail address for the individual appointed to receive responses to the questions.**
4. Response to Written Questions/RFP Amendments
Written responses to written questions that result in an RFP amendment will be distributed in writing via e-mail or facsimile to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written amendment.
5. Submission of Proposal - All Offeror proposals must be received for review and evaluation, **no later than 3:00 Mountain Standard Time on November 26, 2013 addressed to the Purchasing Department, 1101 New York Ave., Alamogordo, NM** The Purchasing Department will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. **Proposals received after this deadline will not be accepted. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the RFP #14-005. Proposals by facsimile or any other method will not be accepted.**
6. No Addendum will be issued later than five (5) days prior to the date for receipt of Proposals, except for Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness – For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Department.
2. Selection Process - The Evaluation Committee will review each Offerors proposal. Points will be allocated, as outlined in Evaluation Criterion Section of this RFP, by each

member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. **Each responsive Offeror will be notified in writing as to their status following the selection process.**

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview or negotiation process. Finalists will be those Offerors whose proposals have been selected to continue in either the interview or negotiation process. Non finalists are those Offerors whose proposals have not been selected to continue in either the interview or negotiation process.
4. Best and Final Offers From Finalist(s) – Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Department. Interview scoring will total 100 points. The points are equally divided between the prepared questions and each member will allocate points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.
6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to terminate negotiations.

GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of an Agreement may protest to the Purchasing Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Ginger Herndon, Purchasing Agent
1101 New York Ave., Room 118
Alamogordo, NM 88310

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

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.
3. Subcontractors - All work that may result from this procurement must be performed by the successful Offeror and payments will only be made to the successful Offeror.
4. 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. Purchasing Department personnel will not collate or assemble proposal materials.
5. Right to Reject Proposal – The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
6. Offerors 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 Offerors duly authorized representative addressed to the Director of the Purchasing Department. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Department.
7. Disclosure of Proposal Contents – A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
8. Confidentiality – Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets **Act, 57-3A-1 to 57-3A-7 NMSA 1978. Any pages of a proposal on which the Offeror has stamped or imprinted**

“proprietary” or “confidential” must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

9. Cancellation – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Department determines such action to be in the best interest of the County.
10. Sufficient Appropriation – Any Agreement awarded 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. The County’s decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

11. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, in the Submittal Letter Form (Appendix A). Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors.
12. Standard Agreement – A draft copy of the proposed Agreement to be entered into is included in Appendix B. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the Agreement.
13. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978
14. Right to Waive Minor Irregularities - The Purchasing Department reserves the right to waive minor irregularities. The Purchasing Department also reserves the right to waive mandatory requirements if the mandatory requirement not met does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Department.
15. Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
16. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
17. Ownership of Documents - Any specifications and other project documents are the property of the County.
18. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

19. It is anticipated that an Agreement will be awarded within 120 days after receipt of proposals. The anticipated Agreement term is four years.
20. Proof of licensing – The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, etc).
21. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406).
22. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.
23. Multiple Awards - To provide adequate contract coverage, at the County's sole discretion, multiple awards may be made.
24. Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors may submit only one (1) proposal.

B. NUMBER OF COPIES

Offerors shall deliver an original plus 3 identical copy (4 total) and one (1) original of their proposal, to the location specified on or before the closing date and time for receipt of proposals. **ORIGINAL** shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Offerors proposals.

1. Table of Contents
2. Submittal Letter Form (Appendix A) – Proposals must be accompanied by the Submittal Letter Form (Appendix A), which contains the following information
Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 - a. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
 - b. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II of this RFP;
 - c. **Be executed (signed)** by a person authorized to contractually obligate the Offeror;
 - d. Acknowledge receipt of any and all amendments to this RFP;

3. “Campaign Contribution Form” APPENDIX C

In accordance with Appendix C, Offerors must comply with §13-1-191.1 pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) must complete, sign and return the “Campaign Contribution Disclosure Form” (Appendix C) as part of their proposal submittal. The requirements apply regardless whether a covered contribution was made or not. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the forty (40)-page maximum.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis

V. EVALUATION CRITERIA

- A. **Selection Process:** The County Manager shall name, for the purposes of evaluating the proposals an Evaluation Committee. On the basis of the evaluation criteria established in this RFP, the Evaluation Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Evaluation Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Evaluation Committee for clarification, best and final offers, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.
- B. **Evaluation Criteria:** A maximum total of 475 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below Offerors are encouraged to fully address each criterion completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Evaluation Committee for the proposal and the corresponding point values for each criterion are as follows: The County reserves the right to award based on initial proposal submittals without conducting interviews.

C. Evaluation Factors:

- | | | |
|----|---------------------------------|---------------------|
| 1. | Grant writing experience | (100 points) |
| 2. | Grant administration experience | (75 points) |
| 3. | Project Management experience | (75 points) |
| 4. | Experience with | |
| | County government | (25 points) |
| | State government | (25 points) |
| | Federal government | (25 points) |
| | Other grant agencies | (25 points) |
| 5. | “Writing sample | (100 points) |
| 6. | Local availability | (25 points) |
| | TOTAL POINTS | (475) |

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer **For ease of evaluation, Proposals should be formatted in the order as listed above.**

D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“Agreement” shall mean a duly executed and legally binding contract.

“Contractor” shall mean successful Offeror.

“County” shall refer to the County of Otero, New Mexico.

“County Purchasing Department” means the purchasing agent for the County of Otero New Mexico, or a designated representative thereof.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee Report” means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

“Notice of Award” shall mean a formal written notice by the Purchasing Department.

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

“Owner” is synonymous with the County.

“Procurement Manager” means the person or designee authorized by the Purchasing Department to manage or administer procurements requiring the evaluation of competitive sealed proposals.

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

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

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

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

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

“Selection Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

APPENDIX A

SUBMITTAL LETTER FORM

RFP# 14-005 – Grant Writing Services

Company Name (including d/b/a):

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Mailing Address:

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Contact for Inquiries/Clarifications:

Name:	E-mail:	Phone:
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Contact for Negotiations:

Name:	E-mail:	Phone:
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Who can contractually obligate?

Name:	E-mail:	Phone:
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Addendum Acknowledgment:

Offeror acknowledges Addenda has _____ or has not _____ been received. (check one) (If Addendum has been received please indicate how many in the spaces below.) Addendum number(s) _____ through _____ have been received.

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed:	Date:
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APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

--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.

Name of Company: _____

Signature Date _____
Title (Position)

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

12. THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.

(terms)

rev 05/96

APPENDIX B

A SAMPLE CONTRACT YOU WILL BE ASKED TO SIGN IF YOU ARE THE AWARDED BIDDER.

OTERO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___ by and between Otero County hereinafter referred to as "County" and, hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following professional services to the County:

Provide services in strict accordance to, hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of, or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER _____, 0 per diem at the rate of \$ 0, per 0 for 0, plus mileage at the rate of \$ 0 per mile for \$ 0 miles, plus \$ 0 per copy \$ 0 of other expenses such compensation per diem, mileage, and other expenses not to exceed \$ 0 in total payable in 0 by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, THE COUNTY SHALL PAY APPLICABLE TAXES.

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated Auditor. The County shall have the right to audit billings both before and after

payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin _____, and renewable on an annual basis and terminated on _____ unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Assignment: The contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

11. Scope of Agreement: This Agreement incorporates all the Agreements, covenants, and understandings between the parties thereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

12. Notice: This Agreement shall be governed by the laws of the Sate of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities, and kick-backs. Receiving a bribe by a public officer of public employee (Section 30-24-2 NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense or offering or paying illegal kickbacks (Section30-41-2, NMSA, 1978).

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16 through 10-16-18) and that the act is applicable to this agreement and the conduct for the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

By: _____
Chairman Susan Flores
Date: _____

Attorney: _____
Daniel Bryant
Date: _____

CONTRACTOR:

By: _____
Signature & Date

Print or Type Name

Mailing Address:

ATTEST:

Denise Guerra, Clerk

TELEPHONE: () _____

FAX-() / _____

FEDERAL Tax ID# _____

NM Tax ID # _____