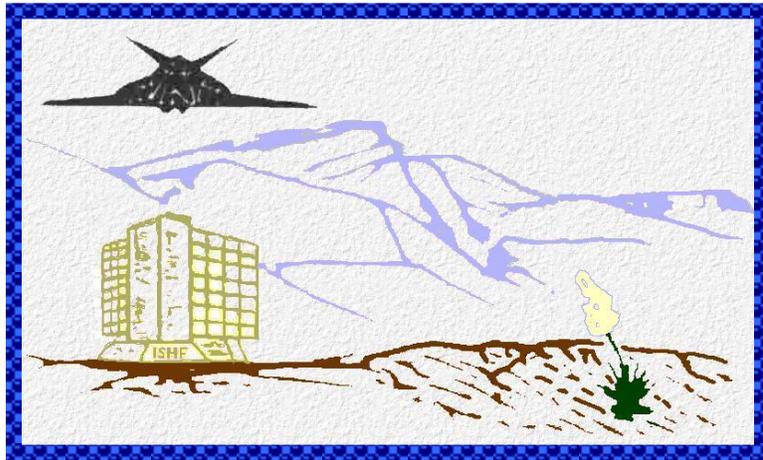


County of Otero Purchasing  
1101 New York Ave., Room 118  
Alamogordo, NM 88310  
(575) 434-0710  
FAX (575) 443-2914



RFP No. 15-012  
For Appraisal Services  
Proposal Deadline: Wednesday, October 29, 2014,  
@ 3:00 PM.  
Procurement Agent: Ginger Herndon

COUNTY OF OTERO  
RFP # 15-011

**NOTICE OF REQUEST FOR PROPOSALS**

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

**TITLE:** APPRAISAL SERVICES  
**RFP NO:** 15-012  
**OPEN:** OCTOBER 29, 2014 @ 3:00

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT  
PHONE: (575) 434-0710 EMAIL ([gherndon@co.otero.nm.us](mailto: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 AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND 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). PROPOSAL NUMBER ASSIGNED BY THE COUNTY TO THE REQUEST FOR PROPOSALS
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL 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](mailto:gherndon@co.otero.nm.us)

### **CONTACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS**

Prior to, and after submittal of proposal, prospective Offerors shall **not** make contact with any official or staff member regarding this RFP, other than contact the Purchasing Agent.

### **PURPOSE OF THIS REQUEST FOR PROPOSALS**

Otero County is soliciting invitations for bids for Auctioneering Services to assist in liquidating certain fixed asset items that are declared surplus, obsolete and/or beyond economical repair.

The service is requested to be bid on a commission percentage or a flat/fixed rate.

The contract period will be for One (1) year with the option to renew an additional three (3) years not to exceed a total of four (4) years.

## **SECTION 2 SCOPE OF SERVICES**

It is the intent of the County to contract with one or more professional real estate appraisers to provide appraisal services on an “as needed” basis. Appraisals shall be performed only as requested by the County. The selected appraisers must agree to perform such appraisals at the times and places designated by the County. The selected Appraisal Firm(s) shall provide Professional Appraisal Services including, but not limited to appraisals with just compensation recommendations, review of appraisal documentations provided by others and any other related services as may be found necessary by the County of Otero. Appraisal Services shall be performed in accordance with the Uniform Standards of Professional appraisal Practice (USPAP) and current State of New Mexico statutes, codes, rules, and regulations.

### **2.1. Qualifications and Experience**

1. A license and /or certification that the Offeror is a Certified General Real Estate Appraiser licensed to operate in the State of New Mexico
2. Offeror must be able to demonstrate professional experience and knowledge in the practice of administering appraisal services.
3. A list of the Offeror’s qualifications and experience of the personnel that the Appraisal Firm could be expected to call upon during delivery orders.
4. References (three minimum) shall be provided identifying each client, a contact person and the client’s mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
5. Offeror’s shall provide their proposed methods of proceeding with project work, including the method of keeping the County informed on the progress of the project.

## **SECTION 3      EVALUATION CRITERIA**

### **3.1      CRITERIA AND POINT VALUE**

A maximum total of 100 points are possible in scoring each proposal for the Shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection

The evaluation criteria to be used by the Selection Committee for the proposal shortlist And the corresponding point values for each criteria are as follows:

- |  |      |
|--|------|
| 3.2 Perception and Responsiveness to County's Request, Service Quality Experience & Expertise  | [50] |
| 3.3 Capacity and capability of the business to perform the work, Including any specialized services, within the time limitations;  | [20] |
| 3.4 Past record of performance on contracts with other agencies and clients with respect to such factors as control of cost, quality of work, and ability to meet schedules; | [15] |
| 3.5 Fees   | [15] |

## **SECTION 4**

## **INSTRUCTIONS TO OFFERORS**

### **SELECTION PROCESS 13-120 NMSA 1978)**

The evaluation of proposals will be performed by an evaluation committee composed of selected County personnel.

### **PROPOSALS SUBMITTAL PROCEDURES**

Offerors shall provide one (1) original and three (3) copies of their proposal to the location specified on or before the closing date and time of receipt of proposals.

All proposals must be typed on standard 8 ½" x 11 paper and bound on the left-hand margin.

The envelope shall be address to Otero County Purchasing. The following information shall be provided on the front of the envelope: Proposal Title, Request for Proposals number (15-011) date of opening, and time of opening. If sent by mail the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

### **PROPOSAL CONTENT**

Each proposal shall be evaluated based on meeting the requirements defined in the Scope of Services, Qualifications, Experience and Evaluation Criteria.

### **PROPOSALS RECEIVED AFTER THE DATE AND TIME FOR RECEIPT OF PROPOSALS WILL BE RETURNED UNOPENED.**

### **CORRECTION OR WITHDRAWAL OF PROPOSALS**

Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

### **CONTRACT TERM:**

The contract will be awarded to the responsible offeror(s) whose proposal is within competitive range and determined to be the most advantageous to the county. The contract will be awarded for a one (1) year period with option to renew an additional three (3) years upon mutual acceptance and not to exceed total of four(4) years each being available pursuant to the terms and conditions of the license agreement. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

### **PROTEST:**

Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County of Otero Purchasing Agent in accordance with the requirements of the County of Otero's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

In the event of a timely protest under this section, the Purchasing Officer and the County of Otero shall not proceed further with the procurement unless the purchasing officer makes a determination that the award is necessary to protest substantial interest to the County of Otero (13-1-173 NMSA 1978). The Purchasing Agent or his/her designee shall have authority to take any action reasonable necessary to resolve a protest of an aggrieved

Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978) The Purchasing Agent or his/her designee shall promptly issue determination relating to the protest. The determination shall: State the reason for the action taken; and inform the protestant of the right to judicial review of the determination (13-1-183 NMSA 1978) a copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestant and other Offerors involved in the procurement.

**EXECUTION AND APPROVAL OF AGREEMENT:**

The agreement shall be signed by the Successful Offeror and returned within and agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

**TERMINATION:**

This RFP maybe canceled at any time and any and all proposals may be rejected in whole or in part when determined such action is to be in the best interest of Otero County.

**LICENSE/PERMITS:**

Awarded vendor must have a license to hold auctions in the State of New Mexico

**SUFFICIENT APPROPRIATION:**

Any contract awarded as a result to 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 awarded vendor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

**INSURANACE:**

The awarded vendor shall have and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the vendors execution of work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable.

**OSHA REQUIREMENTS IN EMPLOYMENT:**

Otero County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

**BRIBES, GRATUITIES AND KICK-BACKS**

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.

**EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:**

Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Contractor agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the

Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

### **SELECTION PROCESS 13-120 NMSA 1978)**

The evaluation of proposals will be performed by an evaluation committee composed of selected County personnel.

### **PROPOSALS SUBMITTAL PROCEDURES**

Offerors shall provide one (1) original and three (3) copies of their proposal to the location specified on or before the closing date and time of receipt of proposals.

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The contract will be awarded to the responsible offeror(s) whose proposal is within competitive range and determined to be the most advantageous to the county. The contract will be awarded for a one (1) year period with option to renew an additional three (3) years upon mutual acceptance and not to exceed total of four(4) years each being available pursuant to the terms and conditions of the license agreement. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

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attorney's fees (13-1-174 NMSA 1978) The Purchasing Agent or his/her designee shall promptly issue determination relating to the protest. The determination shall: State the reason for the action taken; and inform the protestant of the right to judicial review of the determination (13-1-183 NMSA 1978) a copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestants and other Offerors involved in the procurement.

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The agreement shall be signed by the Successful Offeror and returned within and agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

**TERMINATION:**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when determined such action is to be in the best interest of Otero County.

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Awarded vendor must have a license to hold auctions in the State of New Mexico

**SUFFICIENT APPROPRIATION:**

Any contract awarded as a result to 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 awarded vendor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

**INSURANCE:**

The awarded vendor shall have and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the vendors execution of work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable.

**OSHA REQUIREMENTS IN EMPLOYMENT:**

Otero County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

**BRIBES, GRATUITIES AND KICK-BACKS**

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.

**EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:**

Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Contractor agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

## **COLLUSION**

No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

## **APPROPRIATIONS**

The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

## **DEBARMENT & SUSPENSION**

The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

## **PROPOSAL OFFER FIRM**

Responses to this RFP, including proposal prices, will be considered firm for sixty (60) days after the due date for receipt of proposals or thirty (30) days after receipt of a best and final offer if one is submitted.

## **DISCLOSURE OF PROPOSAL CONTENTS**

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

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

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

## DEFINITION OF TERMINOLOGY

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

“**A/E**” means architect/engineer.

“**Award of Contract**” shall mean formal written notice by the Property Control Division that a firm has been selected to enter into a contract for services. Any Award of Contract that has not been resulted in a written contract offer to the Offeror, within 6 months written notice, shall not be considered an award for the purpose of the Project listing form.

“**Contract**” means and agreement between state agency and a New Mexico licensed designed firm for the work covered by this RFP.

“Contractor” means successful Offeror awarded the contract.

“**Determination**” means the written documentation of a decision of the Selection Committee or the Purchasing Agent, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Entity**” means Otero County.

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

“**Project Listing Form**” means the form included as a part of this RFP, which all Offerors shall complete, indicating all outstanding awards and contracts less than 75% complete.

“**Proposal**” is the Offerors response to this RFP.

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

“**User Agency**” means the agency occupying the facility or facilities, for which a project is being designed.

“**User Agency Contract**” is the person designated by the user agency to speak on behalf of that agency concerning the scope of work and programming requirements for the project.

The terms “**must,**” “**shall,**” “**will,**” “**is required,**” or “**are required**” identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor shall result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and a final decision on rejection will be made by the Committee Chairman.

“**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 services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of services described in the proposal.

**“Responsive Offer”** or “Responsive proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality or delivery requirements.

**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #15-012

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Otero, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Otero, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Otero.

I hereby certify that I am authorized to sign as a Representative for the Firm:

**Complete legal Name of Firm** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_

**Signature & Date** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

–

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:**(\_\_\_\_\_) \_\_\_\_\_ **FaxNo:** (\_\_\_\_\_) \_\_\_\_\_

## 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: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**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.

\_\_\_\_\_  
Signature Date

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

## **Certification Regarding**

### **Debarment, Suspension, and Other Responsibility Matters**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative Signature of Authorized Representative

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_) \_\_\_\_\_ (name) being  
first duly sworn, deposes and says

that he/she is  
(title) \_\_\_\_\_

of (organization) \_\_\_\_\_

who submits herewith to the County

of Otero, proposal;

That all statements of fact in such

proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person,  
partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference  
with anyone attempted to induce action prejudicial to the interest of the County of Otero, or of  
any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Otero, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Otero? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Otero and have you had any of the following to which Otero County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Otero ?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Otero?

Yes \_\_\_\_\_ No \_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENT LISTED BELOW**

\_\_\_\_\_ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference

**The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Otero County with New Mexico Tax & Revenue**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business.

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of an award if the statements are proven to be incorrect.*

## PROPOSAL CHECKLIST

### Did You:

- Include One (1) original and (3) three copies of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form.
- Sign the “Related party disclosure form.
- Fill Out and sign the Resident Veterans Preference form
- Fill Out and Sign the Campaign Contribution Form
- Acknowledge all addenda
- Review all clarifications/questions/answers
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before October 29, 2014 at 3:00 pm (local time).
- Clearly mark your proposal with RFP **15-012 APPRAISAL SERVICES, DATE AND TIME OF OPENING** on the front of the envelope.

**\* If not completed as required, your proposal may be deem non-responsive.**

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

RFP NO:

CONTRACT NO: PS

**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 BID # \_\_\_\_\_ , 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 of offering or paying illegal kickbacks (Section 30-41-2), 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 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of 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 company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States.

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

**COUNTY:**

By: \_\_\_\_\_  
Chairperson Susan Flores

Date: \_\_\_\_\_  
\_\_\_\_\_

Attorney: \_\_\_\_\_  
Daniel Bryant

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
SIGNATURE

**Name; Type or Print**

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** (     ) \_\_\_\_\_

**FAX-**(     ) \_\_\_\_\_

**FEDERAL ID#** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Denise Guerra, Clerk**

**Date:** \_\_\_\_\_

**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