

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



RFP- 16-007
Security Alarm/Monitoring System
For The Tularosa Basin History Museum
(Plaza Building)

Bid Deadline: Tuesday, October 20, 2015 @
3:00 PM

Procurement Agent: Ginger Herndon

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

TITLE: SECURITY/ALARM/MONITORING SYSTEM

RFP NO: 16-007

OPEN: TUESDAY, OCTOBER 20, 2015 @ 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

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

The County of Otero is seeking competitive sealed proposals from qualified business to provide a Security/Alarm/Monitoring System for the Plaza Building.

BACKGROUND INFORMATION

The Otero County Plaza Building is located at 1104 North White Sands Blvd., Alamogordo, NM. The Plaza Building will become the Tularosa Basin History Museum.

Proposal Form

SEALED PROPOSALS will be opened in the County of Otero Purchasing Agent's Office at 1101 New York Avenue, Room 118, Alamogordo, NM 88310. **The proposal Name, Number, Opening Date and Time *must* appear on the outside of the sealed envelope.** Sealed envelope must be received at the Purchasing Agent's Office by the time and date as indicated above.

The undersigned certifies that he/she has read and understands the PROPOSAL TERMS AND CONDITIONS, and that the firm represented accepts these terms and conditions and submits the attached proposal in full compliance thereof.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

NEW MEXICO CRS #: _____

DO YOU QUALIFY FOR 5% IN-STATE PREFERENCE: YES NO Cert. # _____

AUTHORIZED SIGNATURE: _____ TITLE: _____

TYPE/PRINT NAME: _____ DATE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSAL TOTAL: \$ _____

Proposal will remain firm until 90 (ninety) days after the proposal opening date or longer if specified by vendor.

OPTIONS OFFERED BY PROPOSER: *Identify any recommended services, layout recommendations and/or equipment being offered for consideration by the Proposer. Describe item with any costs associate with the option offered. The PROPOSER may attached additional pages if necessary.*

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 1/2" 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 (16-007) 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.

PROPOSAL

Proposals will not be opened publicly, but shall be opened in the presence of the County of Otero Purchasing Agent and one or more Authorized Representatives. Proposals and modifications will be time stamped upon receipt and held in a secure place until the established due date. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process .In the event the successful offeror fails to deliver as and when promised, County of Otero reserves the right to cancel its contract and offeror agrees that the County of Otero may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.

If service delivered hereunder is covered by any patent copyright, trademark or application thereof, the successful vendor will indemnify and hold harmless the District from any and all losses, costs, expenses, and legal fees on account of any claims or legal actions.

The Owner will not be responsible for any service performed without the proper approval, purchase order or a contract signed by the authorized representative.

The successful vendor shall comply with all Federal, State and Local Laws, Ordinances and Regulations pertaining to work under his charge and shall bear all expenses associated with such compliance. 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, this agreement may be terminated by the contracting agency. The Contractor will be responsible for obtaining all required insurances.

NEGOTIATIONS AND AWARD

Proposals may be modified or withdrawn prior to the established due date. The established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or, if discussions have begun, it is the time and date by which best and final offers must be submitted, provided that only offerors who submitted proposals by the time announced for receipt of proposals may submit best and final offers.

The County of Otero or their authorized representative reserves the right to negotiate with any or all offerors who submit proposals determined to be acceptable or potentially acceptable. Negotiations may be held to: (1) promote understanding of the Owner's requirements and offerors' proposals, and (2) facilitate arriving at a contract that will be most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP.

The County of Otero will establish procedures and schedules for conducting negotiations. If during negotiations there is a need for any substantial clarification of; or, change in the RFP, the request shall be amended to incorporate such clarification or change. A substantial oral clarification of a proposal shall be reduced to writing by the offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. However, proposals may be awarded without discussion.

The **EVALUATION** shall be based on the total of the relative weights for each factor set forth in the RFP. Rating systems shall be used in accordance with state statute. Factors not specified in the RFP shall not be considered.

The **AWARD** shall be made to the responsible offeror whose proposal is most advantageous to County of Otero, taking into consideration the evaluation factors set forth in the RFP.

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 protect 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 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.

LICENSE/PERMITS:

The successful vendor shall comply with all Federal, State and Local Laws, Ordinances and Regulations pertaining to work under his charge and shall bear all expenses associated with such compliance. 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, this agreement may be terminated by the contracting agency. The Contractor will be responsible for obtaining all required insurances

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.

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

The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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 ninety (90) days after the due date for receipt of proposals.

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.

EVALUATION CRITERIA shall be based on the total of the relative weights for each factor set forth in the RFP. Rating systems shall be used in accordance with state statute. Factors not specified in the RFP shall not be considered.

AWARD shall be made to the responsible offeror whose proposal is most advantageous to County of Otero, taking into consideration the evaluation factors set forth in the RFP.

SCOPE OF WORK

With execution of the contract:

- A. The CONTRACTOR will provide all expertise and personnel necessary to install all necessary equipment, see attached drawing with the requested layout of the system;
- B. the CONTRACTOR will provide all materials and equipment necessary to complete the requirements of this contract;
- C. the CONTRACTOR will train County personnel or their delegated representatives;
- D. The CONTRACTOR will provide all manuals, books, discs and other materials related to the system;
- E. the CONTRACTOR must be available for support services for the system after installations;
- F. the CONTRACTOR will complete the installation and have the system completely operational within 45 days of the Notice to Proceed issued by the County of Otero;
- G. the CONTRACTOR will warranty all workmanship and equipment for a minimum of one year after the County of Otero accepts the installation as complete; and
- H. the CONTRACTOR will provide and turnover any and all warranties not associated with the CONTRACTOR'S warranties.

The successful vendor will perform all required personnel and equipment for the specifications as listed and in accordance with all applicable federal, state and local building codes and policies and procedures or standards.

TIMELINESS OF WORK

The successful vendor will start the installation within 15 days and complete the installation within 45 days of the notice to proceed being issued by the County of Otero.

CERTIFICATIONS

The successful vendor will be properly certified licensed to perform work within the State of New Mexico and must provide a copy of all pertinent certifications and/or licenses with the proposals.

EVALUATION OF PROPOSAL

The County of Otero will evaluate proposal on a 100-point scale as follows:

- 1. Qualifications and Experience 20 points
- 2. Narrative of Services Described in Scope of Work 10 points
- 3. Cost of Services 30 points
- 4. Support Services Description 25 points
- 5. Optional Recommendations..... 15 points

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 an 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.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission or a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign., but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal that person qualifies for a sole source or small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS MADE TO ANY COUNTY OF OTERO OFFICIALS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

If additional space is needed, please attach detail to this form.

Signature

Date

Title and/or 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 and/or 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 20, 2015 at 3:00 pm (local time).

Clearly mark your proposal with **RFP 16-007 Security Alarm/Monitoring System** 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

