

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



**RFP No. 16-021 Vision Insurance**

**Proposal Deadline: Thursday, March 10,  
2016 @ 3:00 PM**

**Procurement Agent: Ginger Herndon**

## **NOTICE OF REQUEST FOR PROPOSALS**

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

**TITLE: LEGAL SERVICES FOR THE OTERO COUNTY ATTORNEY: BOND  
NEGOTIATION AND LITIGATION**

**RFP NO: 16-021**

**OPEN: 03/10/16 @ 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 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 ONE (1) ORIGINAL AND SIX (6) PROPOSAL COPIES***  
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
- 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**

## RFP SCHEDULE

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

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	County Purchasing	02/08/16
Pre-Proposal Conference	County/Potential	none
Deadline to Submit Additional Written Questions		02/15/16
Response to Written Questions	County Purchasing	02/22/16
<b>Submission of Proposal</b>		
* Selection of Finalists	Evaluation Committee	TDB
Finalist Interview (optional)	Evaluation Committee/	TBD
County Commission Approval	County Commissioners	04/14/16
Contract Negotiations	Evaluation Committee/	TDB
Contract Execution	County and Contractor	TDB

\*The Evaluation Committee may interview the Offeror(s) of the top rated proposals; however, contract may be awarded without such interviews.

This schedule is subject to change. All offerors will be notified of schedule changes via e-mail, fax or US Mail.

## **SCOPE OF SERVICE**

### **BACKGROUND INFORMATION**

The County of Otero (County) is requesting proposals for:

- Fully Insured Vision Coverage

The coverage will be available for employees of the County of Otero during the fiscal year beginning July 1, 2016.

In addition to offering the coverage to active employees, the County also insures their retirees. It is important to note that you must be willing to provide the County retirees with their current benefit levels on a no loss no gain basis. However, the County is open to considering alternative methods of handling the retiree coverage, and will work with the successful vendors on a solution after award of the contract.

We would request that responding vendors allow employees a true guaranteed issue open enrollment during the 2016 open enrollment period.

**Please do not include any quotes for additional benefits or for enrollment services with this proposal.**

The County is the contracting entity. Upon award, contracted rates shall be firm for the entire contract period. All vendors must agree to the terms set forth in the Professional Services Agreement.

### **PLEASE QUOTE ALL COVERAGE NET OF COMMISSIONS**

#### **Vision Insurance**

The coverage will be available for employees, pre-65 retirees. The County is primarily concerned with cost as well as local and national provider access.

The County would like to see quotes assuming sole carrier arrangement.

Vendor will provide full copies of actual proposals.

The purpose of this RFP is to obtain the best possible price while providing nationwide access for members. The County is asking that you quote the plan design provided below on a Fully-Insured basis only. The County is interested in securing a multiple year rate guarantee.

Vendors are asked to assume no changes to the current plan. The County currently pays 65% of the total premium and will assume the same contribution for the new contract year beginning, July 1, 2016.

- Frequency:
  - 12 Months Exam
  - 12 Months Lenses
  - 24 Months Frames
  
- Material Copays:
  - \$10 Exam Copay
  - \$25 Lens Copay
  - \$25 Frames Copay
  - \$25 Contact Lens Fitting and Evaluation Copay for Standard Soft Contact Lens
  - No Copay for Contact Lenses

Vendors are requested to provide a copy of their most recent network directory.

Vendors are requested to provide a Geo Access Report by specialty assuming the following parameters:

2 providers within 8 miles from employee's residence.

## SUBMITTAL REQUIREMENTS

Proposals shall include the following information and in the order listed below. One (1) original and (6) six copies of the proposal shall be submitted. All electronic files must be on a CD and included in the sealed response.

**Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.**

- A. Completed Letter of Transmittal Form which includes the following:
1. Name of business, address, telephone number, FAX number and email address;
  2. Name of the primary contact;
  3. Authorized signature and title of offeror;
  4. Date of proposal;
  5. Statement that the offeror has the ability to provide the product and or services requested and will comply with the contract terms and conditions set forth in this Request for Proposal or is requesting changes to certain terms and conditions, if awarded a contract.
- B. Completed (See Appendix A):
1. Campaign Contribution Disclosure Form,
  2. Resident Veterans Certification
  3. Signature Sheet
- C. Qualifications and Technical Competence - Provide details on your firms experience in providing the requested product and services in this request for proposal.
1. State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit).
  2. Describe the history, organization and ownership of your company.
  3. Explain your ownership, listing all separate legal entities and their relationships. Describe all major shareholders and owners.
  4. Do you contemplate any agreements, or are agreements being negotiated between you and other parties, which may affect the ownership, corporate structure, or management during the next year?
  5. Include name and telephone number of person(s) in your organization authorized to execute the Agreement.
  6. Provide the name, address, and phone number of all outside vendors used in this RFP. State the purpose and function of the vendor.
  7. Please provide a recent rating agencies agency rating (AM Best, S&P, etc.)
- D. Experience and Service Levels
1. Provide an in-depth response and itemized description of services to be offered and an indication of capabilities to provide these services. Any requirements or services that cannot be provided as required shall be noted.

2. Give the name and title and state the relevant experience of the person(s) with overall responsibility for planning, supervising, and performing the day-to-day account management services for Otero County. Submit resumes for the individuals who will be performing the services for the County.
3. Provide narrative of exemplary service levels for your service teams including but not limited to: Account Management, Claims, Customer Service, Utilization Management, Enrollment, and Billing.
4. Proposals must include three (3) client references from clients (preferably public sector) who receive similar services. Each reference must include:
  - Name and address of Company
  - Name, telephone number and email address of contact person

Points will be awarded based on the number and variety of services provided, the depth of those services and the usefulness of those services to Otero County employees as they relate to the proposed program(s), as determined by the Evaluation Committee.

References: Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the products and services, the delivery of products and services, responsiveness to problems and complaints and the level of satisfaction with the overall performance.

#### E. Enrollment Participation

1. Offerors must agree to participate in any enrollment activities that may be scheduled by Otero County.
2. The Offeror shall develop and distribute educational and enrollment materials for all current retirees. All enrollment and educational materials are subject to approval by the County. The Offeror will attend and present information at all scheduled enrollment meetings for Retiree benefits, provide educational and enrollment materials and provide exemplary customer service and claims processing support for Otero County
3. The selected Offeror shall develop, distribute and bear the cost of stand alone enrollment materials, booklets, and enrollment forms during the initial enrollment.
4. The selected Offeror shall assist Retirees with the completion of enrollment forms, collect and process the enrollment forms, and provide due notification of enrollment to Otero County.

Points will be awarded based the ability to participate in enrollment activities and the quality of educational and enrollment material.

#### F. Proposed Benefit Plan

1. Offerors must provide a summary of benefits and sample policy of the insurance plan they are proposing.
  - a. Complete the worksheet and identify deviations from the proposed plan(s) design shown in the worksheet. An electronic copy of your completed worksheet must be provided on a CD and included in your sealed RFP response.
2. If your program depends upon individual service providers, you must provide a copy of your most recent provider directory as part of your response to this requirement.
3. For the medical plan, please indicate in your proposal if you would be willing co-exist with another carrier.
4. For medical, dental and vision plans, provide an explanation regarding the network access available to members who reside and/or access care outside the State of New Mexico.

Points will be awarded based on the quality/quantity of health care provider panel and procedures for obtaining care and the level of benefits

G. Proposed Cost

1. For medical, dental and vision insurance plan, the cost must be provided in a 4 tier structure of: single, single + spouse, single + child(ren), and family.
2. Cost comparisons will be made only between like programs of the same title.
3. All proposals will be net of any commission.
4. To facilitate this comparison, offers must complete and submit the appropriate Cost Response Form(s)

For each benefit program, cost points shall be awarded based on the premium costs for each program compared to the proposed benefit plan

## EVALUATION

### A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of proposals.

FACTOR	MAXIMUM POINTS
Letter of Transmittal Form *	
Completed: Campaign Contribution	50
NEW MEXICO RESIDENT BUSINESS Per State Statute 13-1-22	50
Rating Information	
Experience and Service Levels - References	150
Enrollment Participation	125
Proposed Benefit Plan	100
Proposed Cost	125
Total Points Available	600

\*Pass/Fail only. No points assigned.

## **PART 1-PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION**

**1. CLARIFICATION-** Any inquiries or requests regarding clarification of this procurement Documents shall be submitted to the Procurement Office in writing. Contact information is Ginger Herndon, 1101 New York Ave., Room 118, Alamogordo, NM 88310 or [gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us) Offers' may contact ONLY the Procurement Officer regarding the terminology stated in the procurements documents. Other County employees do not have the authority to respond on behalf of the County.

2.1 Offerors Shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposal, except and Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposal.

**2. DEFINITIONS-** This section contains definition that are used throughout this procurement document, including appropriate abbreviations:

"Agency" Otero County

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

"Contractor" means a successful Offeror.

"Determination" means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"Evaluation Committee" means a body appointed by the County Management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Board of County Commission and/ or County Manager for contract award. It contains all written determinations resulting from the evaluation.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" or Proposer is any person, corporation, or partnership who chooses to submit a proposal.

"Purchase Order" means the document which directs a contractor to deliver items of tangible personal property or service pursuant to an existing contract.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement 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.

"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. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

3. **EXCEPTIONS**- Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

4. **IRREGULARITIES** - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposer submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

5. **COST** – All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with the procurement and any negotiations with the County will be borne by the Proposer.

6. **NO OBLIGATION** – This procurement in no manner obligates Otero County until a valid signed contract is executed.

7. **INCOMPLETE RESPONSES** – The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

8. **NEGOTIATIONS** – Should the County be unable to negotiate a satisfactory contract with the business

considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. The County reserves the right to discontinue negotiations with any selected Proposer.

9. **COMPETITION** – In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

10. **PROPOSAL DISCLOSERS** - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which 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.

10.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as 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.

11. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

12. **SOLE INTERPRETER** – Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

13. **RFP RESPONSES** - By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

14. **CONTACTS** - Offerors **MAY NOT** contact other Otero County Departments, the Otero County Manager or his staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

15. **CONTRACTS** - The contract between Otero County and a Contractor will be for one (1) year with the option to renew an additional seven (7) years not to exceed a total of eight years (8).

16. **PROTESTS** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall 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).

16.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County ( 13-1-173 NMSA 1978).

16.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably 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 attorneys' fees (13-1-174 NMSA 1978).

16.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

A. state the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 3-1-183 NMSA 1978.

16.4 A copy of the determination issued under 13 -1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

17. **GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

18. **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.

19. **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.

20. **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.

21. **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.

22. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or

national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post inconspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

**23. PROPOSAL AWARD** -The County reserves the sole right to:

23.1 Determine responsible Proposers and responsive proposals.

a) Responsible Proposer: A Proposer 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 construction described in the Request for Proposal.

b) Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

24.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

**24. INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained

## 24.1 General Conditions

*a) For the duration of the contract* and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein. Any claims made coverage's shall be maintained for two years after the substantial completion. All insurance shall be written to conform to the requirements below.

*b)* Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the Owner. The County reserves the right to request a copy of the Contractor's insurance policies.

## 24.2 The certificate of insurance shall reflect that:

a) All required insurance is in effect.

b) The county shall be an additional insured on the Contractor's general liability policy with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

c) The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d) The general liability insurance of the Contractor shall be primary insurance and any insurance or self-insurance of the County shall be excess and not contributory insurance.

e) If for any reason, any material change occurs in the coverage during the course of the contract,

such change will not become effective until 30 days after the Owner has received written notice of such change.

24.3 Contractor shall obtain insurance of the types described below from an insurer with an A. M. Best rating of not less than A-VIII and authorized to do business in the State of New Mexico:

- a) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
- b) Workers' Compensation Insurance as required by the State.
- c) Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage.
- d) Professional Liability Insurance specific to the Contractor's profession.

24.4 Limits Required - Contractor shall maintain the following insurance limits:

- a) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- b) Workers' Compensation Insurance with limits as required by Statute.
- c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per accident.
- e) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

24.5 Subcontractors - The Contractor shall:

- a) Include all subcontractors as insured under its policies or, shall furnish separate certificates and endorsements for each subcontractor to the Owner.
- b) The Subcontractors' Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and \$1,000,000 products- completed operations aggregate limit.

**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #16-021

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 of 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:** \_\_\_\_\_

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

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

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

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

**Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_ **Fax No:** ( \_\_\_\_\_ ) \_\_\_\_\_

**New Mexico CRS number** \_\_\_\_\_

**Federal I.D. number** \_\_\_\_\_

**Receipt of Addenda Nos. \_\_\_\_\_ is hereby acknowledged. (Where none was received, place the figure zero (0) in the space)**

## 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)

# RESIDENT VETERANS CERTIFICATION

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box only**

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 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 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 \$5M allowing me the 7% preference on this solicitation. 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 award of the procurement involved if the statements are proven to be incorrect.

## APPENDIX A

### PROPOSAL CHECKLIST OTERO COUNTY / PURCHASING DEPARTMENT

Did You:

- ☞ Include One (1) original and 6) six copies of the proposal
- ☞ Sign Resident Veterans Certificate
- ☞ Sign the "Signature Sheet
- ☞ 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, NM 88310 on or before 11/16/ 2011 at 3:00 pm (local time).

- ☞ Clearly mark your proposal **RFP 16-021 OPENING 03/10/2016 @ 3:00 pm** 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.