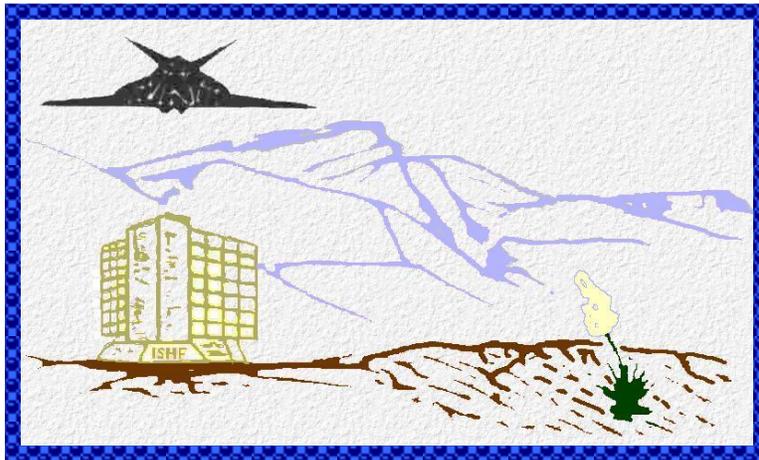


County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



RFP No 16-035
Pharmacist Consultant Services
For the Otero County Animal Shelter
Proposal Deadline: Tuesday, June 14, 2016
@ 3:00 P.M.

Purchasing Agent: Ginger Herndon

INVITATION FOR BIDS

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

TITLE: PHARMACIST CONSULTANT SERVICES
RFP NO: 16-035
OPEN: TUESDAY, JUNE 14, 2016@ 3:00

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710

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

SCOPE OF SERVICES

HAVING CAREFULLY EXAMINED THE NOTICE TO BIDDERS, GENERAL INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS, SUPPLEMENTAL TERMS AND CONDITIONS, AND PROJECT SPECIFICATIONS, ADDENDA(S), THE STATED WORK ON THE ABOVE-NAMED PROJECT, THE UNDERSIGNED HEREBY PROPOSES TO FURNISH ALL MATERIALS, LICENSES, FEES, PERMITS, ETC. (NOT INCLUDING NEW MEXICO GROSS RECEIPT TAXES OR ANY ADDITIVE ALTERNATES) REQUIRED BY SAID DOCUMENTS AND TO COMPLETE ALL DIVISIONS OF THE WORK STIPULATED. THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND WAIVE ANY/ALL FORMALITIES.

THE CONSULTANT PHARMACIST OR PHARMACISTS WILL BE ENGAGED BY THE OTERO COUNTY ANIMAL SHELTER ON A ROUTINE PART-TIME BASIS AND WILL PROVIDE THE FOLLOWING SERVICES:

ASSIST IN DRAWING UP THE CURRENT DRUG POLICIES AND PROCEDURES MANUAL.

ASSUME THE OVERALL RESPONSIBILITY FOR THE POLICIES OUTLINED IN THE P & P MANUAL AND THE ACCOUNTABILITY RECORDS OF THE DRUGS ADMINISTERED AT THE FACILITY. OUTLINE KEY CONTROL PROCEDURES FOR THE MEDS AND LOCKED CABINETS.

VISIT THE FACILITY ON A QUARTERLY BASIS AND MAINTAIN A LOG OF ALL VISITS, NOTING ANY SPECIAL ACTIVITIES OR SPECIAL PROBLEMS. PHARMACIST WILL TAKE STEPS TO RESOLVE PROBLEMS AND DOCUMENT SUCH. THIS LOG SHALL BE AVAILABLE FOR NEW MEXICO STATE DRUG INSPECTORS UPON IMMEDIATE REQUEST OR READILY RETRIEVABLE.

ASSUME RESPONSIBILITY FOR THE DESTRUCTION OR REMOVAL OF UNWANTED OR OUTDATED DANGEROUS DRUGS AND THE PROPER DISPOSITION OF DRUGS AS REQUIRED BY LAWS AND REGULATION. MAKE SURE THE VETERINARIAN FOR THE FACILITY IS WORKING WITH THE FACILITY ABOUT DRUG USAGE ETC. FACILITY WILL ORDER MEDICATIONS DIRECTLY FROM WHOLESALE.

MAKE INSPECTIONS OF THE DRUG STORAGE AREAS AND RECORDS.

PROVIDE INFORMATION ABOUT DRUGS TO ANIMAL CONTROL OFFICER OR SIDE EFFECTS, ADVERSE REACTIONS, CONTRAINDICATIONS AND TOXICITY OF DRUGS WHEN REQUESTED OR AS APPLICABLE.

REPORT TO THE BOARD OF PHARMACY IN WRITING, ANY TERMINATION OF AGREEMENT WITH THE OTERO COUNTY ANIMAL SHELTER.

PERFORM ANY ADDITIONAL DUTIES AS AGREED BY BOTH PARTIES. ASSIST IN ALERTING OR FILLING OUT NECESSARY FORMS TO MAKE APPLICATION FOR ALL DRUG LICENSES THAT ARE PERTINENT TO FACILITY FOR RENEWAL.

PERFORM ROUTINE RECONCILIATION OF CONTROLLED SUBSTANCE INVENTORIES AND RECORDS.

ASSIST ANIMAL CONTROL IN COMPLYING WITH STATE INSPECTOR REQUESTS OR ORDERS. BE THE LIAISON BETWEEN THE BOARD OF PHARMACY AND THE OTERO COUNTY ANIMAL SHELTER WITH COMPLIANCE PROBLEMS AND ASSURE THE ACCURACY OF SUCH ACTION.

RECOMMEND POLICIES AND PROCEDURES RELATING TO ALL FACETS OF DRUG HANDLING AND DISTRIBUTION.

INSURE THAT PRESCRIPTION DRUGS ARE HANDLED IN THE FACILITY IN A MANOR IN A MANNER THAT PROTECTS THE SAFETY AND WELFARE OF THE ANIMALS. IT IS UP TO THE FACILITY AND THE VETERINARIAN TO SEE THAT THE ANIMALS ARE TREATED IN A HUMANE MANNER.

TRAIN / INSTRUCT PERSONNEL THAT HAVE THE DAY TO DAY RESPONSIBILITY OF RECEIPT AND ADMINISTRATION OF MEDICATIONS TO ANIMALS, ON DRUG POLICIES AND PROCEDURES IF NECESSARY, PERSONNEL ADMINISTERING MEDICATIONS ARE PRIMARILY RESPONSIBLE TO OFFICER IN CHARGE

LICENSE REQUIREMENTS

THE VENDOR IS REQUIRED TO MEET ALL CURRENT NEW MEXICO BOARD OF PHARMACY STANDARDS

KEEP FACILITY UP TO DATE OF ANY SPECIFIC LICENSE OR LEGAL CHANGES PERTAINING TO DRUG LAWS, DISTRIBUTION, STORAGE, SECURITY PROCEDURES, ACCOUNTABILITY, INVENTORY ETC. WITHIN STATE AND FEDERAL GUIDELINES

SUPPLEMENTAL TERMS AND CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT; LOWEST RESPONSIVE OFFER:

HAVING CAREFULLY EXAMINED THE NOTICE TO BIDDERS, GENERAL INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS, SUPPLEMENTAL TERMS AND CONDITIONS, AND PROJECT SPECIFICATIONS, ADDENDA(S), THE STATED WORK ON THE ABOVE-NAMED PROJECT, THE UNDERSIGNED HEREBY PROPOSES TO FURNISH ALL MATERIALS, LICENSES, FEES, PERMITS, ETC. (NOT INCLUDING NEW MEXICO GROSS RECEIPT TAXES OR ANY ADDITIVE ALTERNATES) REQUIRED BY SAID DOCUMENTS AND TO COMPLETE ALL DIVISIONS OF THE WORK STIPULATED. THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND WAIVE ANY/ALL FORMALITIES.

THE CONTRACT WILL BE AWARDED FOR A ONE (1) YEAR PERIOD, WITH AN OPTION TO RENEW UPON MUTUAL ACCEPTANCE ON AN ANNUAL BASIS AND NOT TO EXCEED FOUR (4) YEARS TOTAL.

A CONTRACT RESULTING FROM THIS BID WILL BE AWARDED ON THE BASIS OF THE LOWEST TOTAL ALL OR NONE JUDGED RESPONSIVE AND ACCEPTABLE BY THE COUNTY.

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATION IN THIS BID, AND AGREES TO MAKE SUCH CHANGE, ADJUSTMENTS OR REPLACEMENTS AS ARE REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

THE BIDDER TO WHOM AN AWARD HAS BEEN MADE AS A RESULT OF THIS BID EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE COUNTY AND ITS OFFICER, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, ACTIONS, OR PROCEEDINGS OF EVERY NATURE AND DESCRIPTION BROUGHT BECAUSE OF ANY INJURY OR DAMAGE

GUARANTEED PERFORMANCE:

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS BID, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

PRICE ESCALATION:

IF THE BIDDER DOES NOT OFFER A FIRM PRICE, OR IF A BID CONTAINS AN ESCALATION CLAUSE, THE BID MAY BE CONSIDERED ONLY UNDER THE FOLLOWING CONDITIONS:

- A. OFFERED PRICES MUST BE FIRM FOR AT LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.
- B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE BIDDER'S SUPPLIER SHOWING THE PRICE INCREASE TO THE BIDDER.
- C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE BIDDER, SHALL BE REQUESTED.
- D. THE COUNTY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS BID AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.
- E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE COUNTY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.
- F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE COUNTY.
- G. THE BIDDER SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.
- H. THE BIDDER SHALL PROVIDE TO THE COUNTY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES AT LEAST SIXTY (60) DAYS PRIOR TO THOSE CHANGES TAKING EFFECT.

IF THE BIDDER RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE COUNTY THROUGH A CONTRACT RESULTING FROM THIS BID, THE BIDDER IS RESPONSIBLE FOR NOTIFYING THE COUNTY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE COUNTY IMMEDIATELY.

BRIBES, GRATUITIES, AND KICKBACKS:

THE PROCUREMENT CODE, SECTIONS 13-1-28 THROUGH 13-1-199, NMSA, 1978 IMPOSES CIVIL AND CRIMINAL PENALTIES FOR CODE VIOLATIONS. IN ADDITION THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY/PENALTIES FOR ILLEGAL BRIBES, GRATUITIES AND KICKBACK

CLARIFICATION OF BIDS:

THE COUNTY MAY, IN THE EVALUATION OF BIDS, REQUEST CLARIFICATION FROM BIDDERS REGARDING THEIR BID, OBTAIN ADDITIONAL MATERIAL OR LITERATURE, AND PURSUE OTHER AVENUES OF RESEARCH AS NECESSARY TO INSURE THAT A THOROUGH EVALUATION IS CONDUCTED.

WITHDRAWAL OF BIDS:

A BID MAY BE WITHDRAWN IN PERSON AT ANY TIME BEFORE THE SCHEDULED OPENING OF BIDS, PROVIDED A RECEIPT FOR THE WITHDRAWN BIDS IS SIGNED BY THE BIDDER OR THE BIDDER'S AUTHORIZED REPRESENTATIVE. THE COUNTY RESERVES THE RIGHT TO REQUEST PROOF OF AUTHORIZATION TO WITHDRAW A BID.

BY SUBMITTING ITS' BID IN RESPONSE TO THIS INVITATION, THE BIDDER CERTIFIES THAT:

BIDDER HAS NOT OFFERED, GIVEN OR AGREED TO GIVE TO ANY COUNTY EMPLOYEE OR FORMER EMPLOYEE, A GRATUITY OR OFFER OF EMPLOYMENT TO INFLUENCE THE PREPARATION OF OR RECOMMENDATION OF AWARD OF THIS BID. THEY HAVE NOT RETAINED A PERSON OR SOLICITED OR SECURED A COUNTY CONTRACT FOR A CONTINGENT FEE:

THEY HAVE NOT TAKEN ANY ACTION IN RESTRAINT OF FEE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID; IT HAS NOT IN ANY WAY VIOLATED THE ETHICAL CONDUCT OR OTHER PROVISIONS OF THE COUNTY'S PUBLIC PURCHASES ORDINANCE; AND IT CURRENTLY HAS NO INTEREST AND SHALL NOT ACQUIRE ANY INTEREST, DIRECT OR INDIRECT, WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH ITS PERFORMANCE OF ANY CONTRACT RESULTING FROM THIS BID.

REQUEST FOR EXPLANATION BY BIDDERS:

ANY EXPLANATION DESIRED BY THE BIDDER REGARDING THE MEANING OR INTERPRETATION OF SPECIFICATIONS OR ANY PART OF THIS BID MUST BE REQUESTED IN WRITING AND RECEIVED IN THE PURCHASING DEPARTMENT NO LESS THAT FIVE (5) WORKING DAYS BEFORE THE BID OPENING DATE. ORAL EXPLANATIONS OR INSTRUCTIONS GIVEN PRIOR TO THE OPENING OF THE OFFER SHALL NOT BE BINDING. THE PURCHASING DEPARTMENT MUST ISSUE ANY OFFICIAL EXPLANATIONS, IN WRITING.

ADDENDA:

CHANGES OR AMENDMENTS TO SPECIFICATIONS, CONDITIONS OR PROVISIONS HEREIN MAY BE INITIATED ONLY THROUGH THE PURCHASING DEPARTMENT IN THE FORM OF A WRITTEN ADDEMDUM.

ANY ADDENDA SHALL BECOME A PART OF THIS BID AND SHOULD BE ACKNOWLEDGED EITHER BY BEING SIGNED AND RETURNED WITH THE BID OR THROUGH LETTER OR TELEGRAM THAT ARRIVES PRIOR TO THE OPENING OF THE BID. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BID.

IT IS THE RESPONSIBILITY OF ALL VENDORS CONSIDERING MAKING A BID IN RESPONSE TO THIS INVITATION TO ENSURE THAT THEY HAVE RECEIVED ALL ADDENDA PRIOR TO MAKING A BID. BIDDERS MAY CONTACT THE PURCHASING DEPARTMENT TO OBTAIN INFORMATION REGARDING ANY ADDENDA ISSUE. FAILURE TO OBTAIN AND ADDENDUM SHALL NOT BE GROUNDS FOR OVERTURNING A RECOMMENDATION OF AWARD.

A BID MAY BE WITHDRAWN IN PERSON AT ANY TIME BEFORE THE SCHEDULED OPENING OF BIDS, PROVIDED A RECEIPT FOR THE WITHDRAWN BID IS SIGNED BY THE BIDDER OR BIDDER'S AUTHORIZED REPRESENTATIVE, THE COUNTY RESERVES THE RIGHT TO REQUEST PROOF OF AUTHORIZATION TO WITHDRAW A BID.

QUANTITIES OF ITEMS OF TANGIBLE PERSONAL PROPERTY, SERVICES OR CONSTRUCTION TO BE PROVIDED UNDER THE TERMS OF THE CONTRACT. HOWEVER, THE CONTRACTOR SHALL BE OFFERED AN OPPORTUNITY TO CANCEL THE PORTION OF THE CONTRACT AFFECTED BY SUCH A DECREASE IF THE CONTRACTOR IS NOT ABLE TO MEET THE CONTRACTED PRICES BY DELIVERING THE DECREASED AMOUNT. THIS CLAUSE SHALL NOT HAVE EFFECT IF THE CONTRACT WAS ORIGINALLY AWARDED BASED ON ESTIMATED QUANTITIES.

CONTRACT CHANGES:

IN NO CASE SHALL A CONTRACT BE CHANGED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PURCHASING AGENT.

PROTEST PROCESS:

ANY BIDDER WHO IS AGGRIEVED IN CONNECTION WITH A SOLICITATION OR AWARD OF AN AGREEMENT MAY PROTEST TO THE COUNTY OF OTERO PURCHASING AGENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY OF OTERO 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 OCCURENCES GIVING RISE THERTO.

IN THE EVENT OF A TIMELY PROTEST UNDER THIS SECTION, THE PURCHASING AGENT AND THE COUNTY OF OTERO SHALL NOT PROCEED FURTHER WITH THE PROCUREMENT UNLESS THE PURCHASING AGENT MAKES A DETERMINATION THAT THE AWARD OF AGREEMENT IS NECESSARY TO PROTECT SUBSTANTIAL INTERESTS OF THE COUNTY OF MCKINLEY (13-1-173 NMSA 1978)

THE PURCHASING AGENT OF HIS DESIGNEE SHALL HAVE THE AUTHORITY TO TAKE ANY ACTION REASONABLY NECESSARY TO RESOLVE A PROTEST OF AN AGGRIEVED BIDDER 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 FEE) 13-1-174 NMSA 1978).

THE PURCHASING AGENT OR HIS DESIGNEE SHALL PROMPTLY ISSUE A DETERMINATION RELATING TO THE PROTES. THE DETERMINATION SHALL:
1) STATE THE REASONS FOR THE ACTION TAKEN AND
INFORM THE PROTESTANT OF THE RIGHT TO JUDICIAL REVIEW OF THE DETERMINATION PURSUANT TO 13-1-183 NMSA 1978

A COPY OF THE DETERMINATION ISSUED UNDER 13-1-175 1978 SHALL IMMEDIATELY BE MAILED TO THE PROTESTANT AND OTHER BIDDERS INVOLVED IN THE PROCUREMENT (13-1-176NMSA 1978)

DISQUALIFICATION OF BID:

THE COUNTY RESERVES THE RIGHT TO REJECT A BID FOR, INCLUDING BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING CIRCUMSTANCES:

- A. IN THE PAST THE BIDDER HAS FAILED TO COMPLY WITH PREVIOUS CONTRACTUAL COMMITMENTS OR BIDS TO THE COUNTY.
- B. IN THE OPINION OF THE COUNTY THE BIDDER IS NOT CAPABLE OF PROVIDING THE OFFERED GOODS, SERVICES, OR CONSTRUCTION AS OFFERED OR REQUIRED BY THE BID OR IS OTHERWISE NOT A RESPONSIBLE BIDDER.
- C. THE BIDDER HAS NOT PROVIDED SUFFICIENT OR DETAILED INFORMATION WHICH ALLOWS FOR THE EVALUATION OF THE BID.

D. IN THE OPINION OF THE COUNTY THE OFFERED PRICES ARE HIGHER THAN THE PRICES FOR WHICH THE SPECIFIED ITEMS OR SERVICES CAN BE PURCHASED ON THE OPEN MARKET.

E. THE BIDDER FAILED TO PROPERLY FILL IN ANY SPACE ON THE INVITATION FOR BIDS FORM AND ATTACHED DOCUMENTS WHERE INFORMATION OR A SIGNATURE IS REQUIRED.

F. THE BIDDER DID NOT; AT THE TIME THE BID IS MADE, HAVE APPROPRIATE NEW MEXICO CONTRACTOR'S LICENSE OR CERTIFICATION WHEN ONE IS REQUIRED BY LAW, REGULATION OR THIS BID.

G. THE BIDDER FAILED TO SUBMIT WITH THEIR BID, BID BONDS OR OTHER MATERIAL REQUIREMENTS OF THE BID OR HAS OTHERWISE SUBMITTED A NON-RESPONSIVE BID.

H. THERE ARE UNAUTHORIZED ADDITIONS, CONDITIONS, ALTERNATE PROPOSALS OR OTHER IRREGULARITIES OF ANY KIND WHICH MIGHT MAKE THE BID INCOMPLETE, INDEFINITE OR AMBIGUOUS IN MEANING.

I. BID WAS NOT SUBMITTED IN INK OR TYPEWRITTEN OR THERE IS ANY ERASURE OR ALTERATION OF WORDS OR FIGURES RELATING TO PRICING WHICH IS NOT INITIALED IN INK BY THE BIDDER.

J. THE COUNTY DETERMINES THAT A BID CONTAINS ANY MISREPRESENTATIONS WHATSOEVER.

REJECTION/CANCELLATION OF BIDS:

ANY SOLICITATION, PRIOR TO OPENING OR AFTER OPENING, MAY BE CANCELED OR ANY OR ALL BIDS MAY BE REJECTED IN WHOLE OR IN PART WHEN IT IS IN THE BEST INTEREST OF THE COUNTY.

MINOR OR TECHNICAL IRREGULARITIES:

MINOR OR TECHNICAL IRREGULARITIES IN A BID, WHEN THERE IS NO EFFECT ON PRICE, QUALITY OR QUANTITY MAY BE WAIVED AND CLERICAL ERRORS IN A BID MAY BE CORRECTED, IF PERMITTED BY THE PURCHASING OFFICER AND ARE IN THE BEST INTEREST OF THE COUNTY.

NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

A BID WHICH IS NONCONFORMING OR CONDITIONAL, WHETHER IN PART OR IN WHOLE WILL BE REJECTED.

BID ANALYSIS:

THE COUNTY RESERVES THE RIGHT TO ANALYZE, EXAMINE AND INTERPRET ANY BID FOR A MINIMUM PERIOD OF NINETY (90) CONSECUTIVE CALENDAR DAYS, AFTER THE SCHEDULED TIME FOR THE OPENING OF BIDS. BIDS MAY NOT BE RESCINDED DURING THIS PERIOD EXCEPT FOR GOOD CAUSE AND WITH THE WRITTEN APPROVAL OF THE PURCHASING OFFICER. IN THOSE SITUATIONS WHERE THE ANALYSIS/EVALUATION EXCEEDS THE NINETY (90) CALENDAR DAYS, BIDDERS MAY WITHDRAW THEIR BIDS FROM CONSIDERATION.

BASIS OF AWARD: THE COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON THIS BID IN TOTAL OR BY GROUP OF ITEMS, ON THE BASIS OF INDIVIDUAL ITEMS, OR ANY COMBINATION OF THESE, WHICH IN THE JUDGMENT OF THE PURCHASING OFFICER, BEST SERVES THE INTERESTS OF THE COUNTY, UNLESS OTHERWISE STATED IN THIS BID.

EVALUATION CRITERIA

RFP WILL BE EVALUATED ON THE LISTED CRITERIA

1. CAPACITY AND CAPABILITY TO PERFORM WORK
2. COST
3. REFERENCES AND PAST RECORDS OF PERFORMANCE

TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

THE COUNTY MAY TERMINATE ANY CONTRACT RESULTING FROM THIS BID AT ANY TIME BY GIVING AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION TO THE CONTRACTOR. IN SUCH EVENT, THE CONTRACTOR SHALL BE PAID UNDER THE TERMS OF THE CONTRACT FOR ALL GOODS/SERVICES PROVIDED TO AND ACCEPTED BY THE COUNTY, IF ORDERED OR ACCEPTED BY THE COUNTY PRIOR TO THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR LACK OF APPROPRIATIONS:

FUNDING FOR THE CONTRACT RESULTING FROM THIS BID HAS BEEN APPROPRIATED BY THE COUNTY COMMISSION FOR THE COUNTY'S CURRENT FISCAL YEAR. NOTWITHSTANDING ANY OTHER

ENCLOSED IS A SAMPLE CONTRACT YOU WILL BE ASKED TO SIGN IF YOU ARE THE AWARDED BIDDER, NO OTHER CONTRACT WILL BE ACCEPTED.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP # 16-035

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:

Name of Firm: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Email address: _____

Telephone:(_____) _____ **FaxNo:** (_____) _____

Date: _____

FED ID # _____

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.

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 or 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: _____

**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

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)

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 State 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 kickbacks. 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: _____
Lisa Jenkins

Date: _____

CONTRACTOR:

By: _____
SIGNATURE

Name; Type or Print

Mailing Address:

TELEPHONE: () _____

FAX-() _____

FEDERAL ID# _____

ATTEST:

Denise Guerra, Clerk

Date: _____

PROPOSAL CHECKLIST

Did You:

- Include One (1) original and (3) three copies of the proposal
- Sign and notarize the "Non-Collusion Affidavit" 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
- Fill Out and Sign the Signature Sheet
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before Tuesday, June 14, 2016 @ 3:00 pm
- Clearly mark your proposal with RFP **16-035 CONSULTANT PHARMACIST 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