

COUNTY OF OTERO STATE OF NEW MEXICO



REQUEST FOR PROPOSAL FOR EMPLOYEE BENEFITS INSURANCE CONSULTING SERVICES OTERO COUNTY ADMINISTRATION

RFP #18-021
NIGP CODE # 91869

PROPOSAL DEADLINE: THURSDAY,
NOVEMBER 16, 2017 @ 3:00 P.M.

CHIEF PROCUREMENT OFFICER:
GINGER HERNDON

INVITATION FOR BIDS

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

TITLE: EMPLOYEE BENEFITS CONSULTING SERVICES
RFP NO: 18-021
OPEN: THURSDAY, NOVEMBER 16, 2017 @ 3:00 PM

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 five (5) PROPOSAL COPIES AND ONE (1) ORIGINAL**

SUBMIT ONE (1) ORIGINAL FEE ESTIMATE UNDER SEPARATE SEALED

COVER ON YOUR FIRM'S LETTERHEAD AND MARK IT "FEE ESTIMATE."

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. PROPOSALS RECEIVED AFTER THE TIME SPECIFIED WILL NOT BE CONSIDERED

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- Appendix E New Mexico preference Resident Veterans Certification

SCOPE OF SERVICE

BACKGROUND INFORMATION

The County of Otero (herein called County) is requesting proposals from interested firms licensed in the State of New Mexico to submit proposals, outlining their qualifications, competence and capability to provide access to group health insurance products and related services. The Request for Proposals is not an authorization to approach the insurance marketplace on Otero County's behalf. Otero County specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of Otero County and that no insurance reservation be made by or for any offeror with respect to insurance or related services to be provided Otero County. Failure to comply with this request will be ground for disqualification. Our goal is to select the firm who will be the most effective and proactive partner in assisting the county to:

- Assist Otero County in managing the costs of employee benefits.
- Review of the employee benefit plan funding methods for adequacy and cost effectiveness.
- Preparing request for proposals for benefits plans, marketing the proposals, analyzing the proposals, providing a recommendation and negotiating with providers as requested.
- Implementing any provider change and assisting with the communication of new programs or changes to existing programs, to include attending and presenting information at open enrollment meetings;
- Provide ongoing assistance with benefit plans including contract review, summary plan description development and review, and ongoing issues and/or areas of concern that may arise with the providers;
- Assist in complying with laws and regulations related to employee benefits;

INSURANCE BENEFITS

Medical

Medical Coverage to dependents residing outside of the proposed network

Dental

Basic life

Accidental Death and Dismemberment

Supplemental/Voluntary and Dependent life

Supplemental/Voluntary and Dependent Accidental Death and Dismemberment

Short Term Disability

Long Term Disability

OTHER SERVICES

COBRA Administration

Section 125 Plan Administration

Flexible Spending Account Administration

Health Reimbursement Arrangement Administration

CONSULTING SERVICES SHOULD INCLUDE, BUT NOT LIMITED TO

1. Develop, implement and administer a long-term benefits strategy to meet the needs and objectives for our organization.
2. Provide day-to-day service support and problem resolution for our employees and their dependents.
3. Provide benefits plan benchmarking, market analysis, and best practices analysis annually.
4. Provide full plan design review on an ongoing basis.
5. Provide a complete year-end reconciled financial review.
6. Coordinate a benefit vendor/carrier RFP process prior to annual renewal. Present results and recommendations to include
7. Preparation and distribution of insurer RFPs.
8. Development of evaluation criteria.
9. Address questions from vendors during the insurer RFP process.
10. Include recommendations in a full report with a satisfactory due diligence and analysis of top vendor and broker plan recommendations, including transition impacts,
11. Negotiate with carriers during contract renewal periods.
12. Provide detailed contract review and development to assure NAIPTA's best interests are protected and vendor performance guaranteed.
13. Monitor and resolve vendor performance concerns.
14. Provide compliance consulting on employee benefit laws and regulations.
15. Provide guidance surrounding all aspects of Health Care Reform legislation and compliance.
16. General Guidance: The broker/consultant will provide proactive guidance and advice on emerging trends in benefit plan design and offerings.
17. Provide legal assistance with related areas.
18. Assist in the development, preparation and review of Otero County's benefit program communications materials including plan documents, newsletters, booklets, SPD's, and all other communication for accuracy, content and compliance.

19. Conduct employee educational meetings, surveys, open enrollment meetings, and provide manpower to assist employees at open enrollment benefits fair. (Typically 3-5 open enrollment meetings, several educational meetings/discussions, and up to 4 people to assist at a two day benefits fair. Monitor and analyze Otero County's utilization, transactions, rates, performance of vendor services, and report on same to Otero County quarterly, year-end, and as issues necessitate.

A. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means Otero County.

“**Award**” means the final execution of the contract document.

“**Board of County Commissioners**” (also “**BCC**”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contractor**” means a successful Offeror who enters into a binding contract.

“**County**” means the County of Roosevelt, State of New Mexico.

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

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Evaluation Committee**” means a body appointed by County management to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means 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.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

“**Local Public Body**” means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“**Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency of the County**” means the department or other subdivision of the County of Otero that is requesting the procurement of services or items of tangible personal property.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“**Request for Proposals (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 means an offer 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposals. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unreacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

SECTION CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	10/16/17
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	10/23/17
3. Pre-Proposal Conference	PM, PO	NA
4. Deadline to Submit Additional Questions	PO	10/26/17
5. Response to Written Questions/ RFP Amendments	PM	11/2/17
6. Submission of Proposal	Offerors	11/16/17
7. Proposal Evaluation	Evaluation Committee (EC)	TB
8. Notification of Finalists (If desired)	EC	TB
9. Best & Final Offer (If requested)	Offerors	TB
10. Oral Presentations (If requested)	Offerors	TB
11. Contract Negotiations (If needed)	Tentative winner/County	TB
12. Contract Award*	Purchasing Agent/BCC*	12/14/17
13. Protest Deadline	Offerors	12/29/17

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. ISSUE RFP

This RFP is being issued by the Otero County Purchasing Agent on behalf of the County of Otero and the Otero County Board of County Commissioners.

2. RETURN OF “ACKNOWLEDGMENT OF RECEIPT” FORM FOR DISTRIBUTION LIST

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. DEADLINE TO SUBMIT ADDITIONAL WRITTEN QUESTIONS

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

4. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS

Written responses to written questions and any RFP amendments will be emailed out through Purchasing Office. Notification of such posting shall be provided to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. SUBMISSION OF PROPOSAL

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “MEDICAL BROKER SERVICES County RFP”, should reference “RFP #18-021 and should indicate the

deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. PROPOSAL EVALUATION

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. NOTIFICATION OF FINALISTS

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to

8. BEST AND FINAL OFFERS

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events) A

9. ORAL PRESENTATIONS

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Alamogordo, NM. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

10. CONTRACT NEGOTIATIONS

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

12. CONTRACT TERMS AND CONDITIONS

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

Term of Contract will be for one (1) year with the option to renew an additional three (3) years not to exceed a total of four (4) years. This contract will began on January 1, 2018.

13 PROTEST DEADLINE

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Otero County Purchasing
Attn. Ginger Herndon, County Purchasing Agent
1101 New York Ave., Room 118
Alamogordo New Mexico 88310

NOTE: Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

A. GENERAL REQUIREMENTS

1. INCURRING COST

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

2. PRIME CONTRACTOR RESPONSIBILITY

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

3. SUBCONTRACTORS

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

4. AMENDED PROPOSALS

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

5. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The

approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. 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 or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

7. DISCLOSURE OF PROPOSAL CONTENTS

Proposals shall not be opened publicly and shall not be opened to public inspection until after a contractor is selected and a contract is awarded

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

8. NO OBLIGATION

This procurement in no manner obligates Otero County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

9. TERMINATION

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

10. SUFFICIENT APPROPRIATION

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. LEGAL REVIEW

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

12. GOVERNING LAW

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

13. BASIS FOR PROPOSAL

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. OFFEROR QUALIFICATIONS

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

15. RIGHT TO WAIVE MINOR IRREGULARITIES

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. CHANGE IN CONTRACTOR REPRESENTATIVES

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

17. NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

18. COUNTY RIGHTS

The County reserves the right to accept all or a portion of an Offeror's proposal.

19. OWNERSHIP OF PROPOSALS

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-

selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

20. AMBIGUITY, INCONSISTENCY OR ERRORS IN RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

21. COMPETITION

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

22. CONFIDENTIALITY

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Otero.

23. ELECTRONIC MAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Content Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder):

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Response to Specifications (**except fee information which shall be included in FEE Proposal Separate SEALED and labeled envelope**)
 1. Response to Scope of Services
 2. Company Profile
 3. Capability and Agreement to Perform
 4. Insurance
 5. Fee Proposal (**Separate SEALED and labeled envelope**)
 6. Desirable Specifications
 7. References
 8. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Fee Proposal:

Completed Fee Response Form **in a sealed and labeled envelope**. Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a separate sealed envelope on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Otero are BCC Chair Janet White; BCC Vice-Chair Susan Flores; Commissioners Lori Bies, Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge Latanya Boyce; Sheriff Benny House and Treasurer Laura Whiteside.)(See APPENDIX)

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, 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
 5. Describe the current and upcoming challenges and opportunities, as you view them, facing Otero County's benefits program, and describe your organization's approach to assist.
 6. Describe your organization's approach to manage benefits costs.
 7. Describe tools and resources that you offer as support to Otero County's HR staff regarding legislative developments and regulatory compliance.
 8. Describe onsite services (i.e. annual enrollment information sessions) to Otero County.

FEES

Describe your proposed form of compensation (i.e., commission, annual retainer, fee-for-service). If you are proposing a fee, please include your fee schedule/hourly rates. If you charge fees for consulting and employee communication, please indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be.

CLIENT REFERENCES

Provide at least three (3) references of clients that are similar to Otero County with respect to size and complexity. For each reference include:

1. Contact name, title and phone number
2. Number of employees
3. Number/type of plans services
4. Length of servicing relationship with your firm
5. Description of work performed for this client

EVALUATION

E. 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.

V. EVALUATION

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	LETTER OF TRANSMITTAL FORM	0*
IV.B.2	ENROLLMENT PARTICIPATION	200
IV.B.3	LICENSES AND CERTIFICATIONS	0*
IV.B.4	EXPERTISE/EXPERIENCE OF FIRM & ASSIGNED PERSONNEL	200
IV.B.5	CLIENT REFERENCES	150
IV.B.6	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	0*
IV.B.7	VETERANS PREFERENCE/INSTATE	50
IV.B.8	FEES	50
TOTAL		1000

*Pass/Fail only.

Points will be awarded on the basis of the following evaluation factors.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

Points will be awarded on the basis of the following evaluation factors:

1. ENROLLMENT PARTICIPATION (200 Points)

The qualifications and capabilities of the Offeror to meet the County's requirements will be evaluated based on documented information on staff assigned to the project and the capabilities of the firm. Points will be awarded for Offeror's corporate capabilities and experience, staff qualifications and credentials, financial stability, ability to perform on large accounts successfully, and a demonstrated ability to provide coverage at the best price to governmental entities similar to the County.

2. LICENSURE AND CERTIFICATIONS (MANDATORY)

Offerors must provide proof that it is an established business and is abiding by the ordinances,

regulations, and laws of the State of New Mexico, such as but not limited to: occupational licenses, business licenses, New Mexico Tax Identification, and Federal Tax Identification.

Offeror must be licensed to conduct business as a property/casualty insurance broker in its area of expertise in the State of New Mexico. Offeror shall submit with their proposal a copy of such required licenses and shall maintain the appropriate licenses and certification during the term of the contract and any extensions.

3. EXPERIENCE SERVICES LEVEL (200 Points)

Proposer demonstrates experience with providing Employee Benefits solutions in addition to technical aptitude to provide and maintain these solutions

4. CLIENT REFERENCES (150 Points)

Offerors will be awarded points based on the information and proof of providing insurance broker services as well as consulting services to other government entities requiring the same types of coverage as the County. References will be checked to ensure customer satisfaction and availability of services and ability to provide quotations of insurance premiums and coverage obtained from insurance markets to meet the County's needs that include quotes from reputable carriers in good standing.

5. IN-STATE RESIDENT OR VETERAN PREFERENCE (50 POINTS)

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

6. FEES (50 Points)

The County will strongly consider proposals that result in a cost savings to the County. Proposals will be evaluated to determine whether a cost savings will result if a contract is awarded.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #18-021

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

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

Complete legal Name of Firm: _____

Address: _____

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)

APPENDIX A

REQUEST FOR PROPOSAL INSURANCE BROKER SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX. E

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than October 23, 2017 Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Ginger Herndon, Purchasing Agent
RFP 18- 021 Otero County
1101 New York Ave
Alamogordo, New Mexico
Fax: 575-443-2914
E-mail: gherndon@co.otero.nm.us

APPENDIX E

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 D
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: _____

APPENDIX C
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Sec

_____ I acknowledge receipt of any and all amendments to this RFP.

APPENDIX F

PROPOSAL CHECKLIST OTERO COUNTY / PURCHASING DEPARTMENT

Did You:

- Include One (1) original and (5) five 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
- Fill Out and sign the Letter of Transmittal Form
- Fill Out and turn in the Acknowledgement of receipt form by required date
- 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 Thursday, November, 16, 2017 @ 3:00 pm**
- Clearly mark your proposal with **RFP 18-021 INSURANCE BROKER 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