

**SANDOVAL COUNTY, NEW MEXICO  
COUNTY BUSINESS DEVELOPMENT  
REQUEST FOR PROPOSALS**

**SANDOVAL COUNTY EMPLOYER DEVELOPMENT  
&  
ECONOMIC  
DEVELOPMENT SERVICES**



**RFP # FY15-ED 01**

**RELEASE DATE: July 11, 2014**

**DUE DATE: July 22, 2014 BY 3:00 MST**

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County is requesting proposals for economic development services for the economic base business recruitment, economic base retention and expansion services and the development of an Economic Data Repository and Real Estate Database. Funding by the County is designed to assist in initiating and ramping up all of these program services and create confidence in the private sector. The respondent awarded these services will be also expected to solicit private sector funding for the organization's sustainability in the future.

### B. SUMMARY OF SCOPE OF WORK

This request for proposals (RFP) is issued by Sandoval County to solicit competitive sealed proposals for the award of a contract to a successful Offeror, to provide professional economic development services.

Services will be needed for Marketing and Lead Generation, Sales and Completion Activities, Product Development and Competitiveness and Organization Development serving all of the participating communities and pueblos, including the City of Rio Rancho, the county and all other communities within the county.

(1) Marketing, which includes research and lead generation; (2) Site selection, sales and deal structuring; (3) Product development and capacity building, which includes planning, advocacy and team building in order to prepare a more competitive profile of factors for job-creation, such as land and building inventory, build-to-suit teams, public infrastructure development, tax and regulatory climate improvements, capital development and workforce development.

The consultant should be staffed and tasked to advocate for the development of critical capacity, generate leads and help structure and close the targeted number of expansion and new location transactions every year. As such, the consultant would be responsible for new employer recruiting and existing employer expansion for all rural areas and the urbanizing communities.

Although every effort has been made to fully describe the scope of services it is anticipated that other services may be required to accommodate the County. The County, at its own discretion, may or may not elect to use any or all services described herein.

The consultant will serve as the region's lead on research, inventory development, business climate improvement, marketing, sales and deal structuring activities related to helping economic base employers create or retain jobs.

The initial contract shall begin tentatively in August 2014 or as soon possible thereafter and end in August 2015 with possible extensions up to four years.

Sandoval County reserves the right to award the contract resulting from this RFP to more than one offeror if it is in the best interest of the County.

C. SCOPE OF PROCUREMENT

The County reserves the option of renewing the initial contract on an annual basis for three (3) additional years or any portion thereof. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

D. SUBMISSION OF PROPOSALS

Written Proposals responding to the Request for Proposals (RFP) **FY15-ED 01** should be mailed or hand delivered to:

Hand Delivered:  
Jeffrey Davis  
Procurement Officer  
1500 Idalia Rd.  
Building D  
Finance Office (2<sup>nd</sup> Floor)  
Bernalillo, NM 87004

Mailed:  
Sandoval County  
Jeffrey Davis  
Procurement Officer  
Finance Office  
PO Box 40  
Bernalillo, NM 87004

II. **SEQUENCE OF EVENTS, RESPONSE FORMAT AND ORGANIZATION**

A. Every effort will be made to adhere to the following schedule:

<u>Action</u>	<u>Date</u>	
1. Issue of RFP	July 11, 2014	
2. Submission of proposal due	3:00 pm MST on July 22, 2014	
3. Proposal Evaluation	TBD	
4. Commission Approval	TBD	
5. Negotiate/ Finalize Contract	TBD	
6. Protest Deadline of Contract		15 days after Award

B. An Offeror shall submit only one (1) proposal.

C. Offerors shall deliver one (1) marked original and 4 (four) identical copies of their proposal to the location specified in Section I, Paragraph D on or before no later than 3:00PM MOUNTAIN DAYLIGHT TIME ON July 22, 2014. Proposals received after this time will not be accepted.

The proposal shall be sealed and clearly labeled in the lower left-hand corner  
**“SANDOVAL COUNTY EMPLOYER DEVELOPMENT & ECONOMIC DEVELOPMENT SERVICES”**

D. The proposal must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.)

Please include the following information in your submission:

- a. The name of the principal member or officer of the firm who will be responsible for the administration of the contract.
- b. The name of the firm and address and telephone number of the office where the work will be performed.

- c. A narrative discussion on your firm's experience of three (3) similar projects and the outcomes of those projects with names and telephone numbers of who to contact as a reference.
- d. An organization chart indicating the names of each person to be assigned to the project and their areas of expertise.
- e. A detailed narrative description of the specific program steps your firm will take to fulfill the job creation needs of the Sandoval County Region.
- f. A detailed list of the primary performance metrics of the contract such as the number of economic base jobs created, transactions completed each quarter with the level of attribution due the contractor; procured by, critically assisted by or assisted by.
- g. A detailed list of the operational metrics for each of the four tasks and a 4 year phasing build out of the program.
- h. A description of specific experience in managing the site selection process, structuring deals, managing the local regulatory processes and managing economic development program organizations.
- i. A cost estimate for all work proposed to be accomplished by your firm. Provide a list of your published billing rates, overhead rate factor, etc in the Sample Cost Response Form (Attachment 6). Alternate versions of Cost Response Forms will be accepted. Detail the billable financial charges the County should anticipate if your services are engaged.
- j. The proposal shall be limited to fifteen (15) pages (single sided). Exclusions to this rule will be samples of work, letter of introduction, table of contents, covers/dividers and, if necessary, addendum acknowledgements. Proposal format is discretionary provided the 15-page limit is maintained. Firms submitting proposal that exceed the 15-page limit will not be considered.
- k. Submit details of Offeror's errors and omissions insurance coverage including extent of current coverage, length of time coverage has been in place, and number of successful claims made in the preceding five years. If Offeror does not carry errors and omissions insurance coverage, submit details as to why and what protection Offeror has in lieu of insurance.
- l. Statement that the Offeror will comply with all terms and conditions as stated in the Request for Proposal, or identify any exception taken to any of the requirements.

### **III. SCOPE OF WORK:**

#### **Program Performance Goals**

The successful contractor will be tasked to build and operate an employer focused economic development program that creates 750 new economic base jobs per year. This is anticipated to require the completion of an average of ten procured or critically assisted transactions per year. The scope of work entails performing four general areas program activity; 1. Marketing and Lead Generation, 2. Sales and Prospect Case Management, 3. Capacity Development, and 4. Organizational Development, and:

**Economic Base Employer Recruitment.** Manage the marketing, site selection, deal structuring and capacity building activities related to the retention, expansion and recruiting of economic base employers.

**1. Marketing & Lead Generation:**

- a. How many qualified leads do you anticipate will need to be generated each year to create the sales prospect case load required to complete the minimum number of transactions? What will the proportion of BR&E leads versus outside recruiting leads need to be to meet the program goals?
- b. On average how many qualified leads do you estimate will be needed to generate the minimum number of end stage prospects needed to complete the transactions needed each year?
- c. Which industry sectors do you anticipate to make the focus of the marketing and lead generation effort?
- d. Describe the specific marketing approaches or program elements that you would use. Please elaborate on the following methods *including but not limited to*: website, earned media, conferences, direct advertising, site selector relationship programs, national and local broker programs, NM Partnership, New Mexico State Economic Development Department, and other regional EDC's.
- e. What operational metrics will you use to report progress in the Marketing and Lead Generation area? How will you track the cost per qualified lead for each marketing program or campaign? How will you use that information to manage future allocation of marketing resources?
- f. How many professional marketing and research personnel will be required?

**2. Sales & Prospect Case Management:**

- a. How many transactions do you anticipate having to close each year to meet the program's job creation goals? In which target industries?
- b. How many sales cases, leads, suspects and prospect cases do you anticipate having to manage each year to meet program goals? How do you expect this sales pipeline to grow during the contract period?
- c. Explain how you plan to staff and manage the sales and completion program elements? What do you expect the average case load to be for each full time sales professional?
- d. Explain how will plan to manage fulfillment of information requests and service requirements from corporate directors of real estate, facility planners and site locations consultants?
- e. Will any of the services be outsourced or will be they completed in house?
- f. Explain the role and use of incentives in the recruitment of new business and industry to the urban and rural areas of the county.

g. How will you measure and report the Sales and Prospect Case Management activities?

### **3. Capacity Development:**

a. What capacity gaps or competitiveness issues will need to be cured if the program's goals are to be met; developed sites, power, water, sewer, bandwidth, build to suit capacity, debt and equity financing, qualified workforce, infrastructure, tax and regulatory issues, etc

b. Describe what steps you will take to help cure each of these factors of production.

c. Explain the approach to be used to identify and inventory available land in Sandoval County for economic development purposes.

d. Explain how you will determine the viability of the areas for economic development and attraction of businesses, zoning requirements and infrastructure.

### **4. Organizational Development**

a. Outline how you propose to develop the community leadership corps to manage the program and critical public and private relationships need to make the program a success.

b. Please outline a proposed operating budget including the staff positions, qualifications, salaries, overhead, direct sales expenses for each position?

c. Explain how you would leverage this contract sum from Sandoval County to raise public and private matching funding needed to build the program and complete the scope of work.

## **IV. TERMS AND CONDITIONS**

### **A. Disclosure of Proposal Contents:**

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

Proprietary or confidential information must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-4 & NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a public records request is received for disclosure of information for which an Offeror has made a written request for confidentiality, the County shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **B. Amended Proposals:**

An Offeror desiring to submit an amended proposal must do so before the deadline for receipt of proposals. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. Sandoval County shall not merge, collate, or assemble proposal materials.

C. Incurring Expenses:

The County shall not be responsible for expenses incurred by an Offeror in preparing and submitting a proposal.

D. Offeror's Rights to Withdraw Proposal:

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

E. Right to Waive Minor Irregularities:

The County's Procurement Officer reserves the right to waive minor irregularities. The County also reserves the right to waive mandatory requirements provided that all otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect procurement. This right is at the sole discretion of the Procurement Officer.

F. Termination:

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

G. Basis for Proposal:

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

H. Bribes Gratuities & Kickbacks:

Pursuant to 13-1-191 NMS 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2 and 30-41-3 NMSA 1978) which prohibit bribes, kick backs and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

I. Signature Requirements:

Proposals must be signed by a duly authorized official(s) of the Offeror.

J. 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 receipt of a best and final offer if one is submitted.

K. 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 awarded vendor. Sandoval County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

L. Legal Review:

Sandoval County requires that all Offerors agree to be bound by the general requirements contained in this RFP. Any Offerors concerns must be promptly brought to the Procurement Officer.

M. No Obligation:

This procurement in no manner obligates Sandoval County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

N. Protest:

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

O. Contract Deviations:

Any additional terms and conditions, which may be subject to negotiation, will be discussed between Sandoval County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

Sandoval 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 and/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 Sandoval County's terms and conditions as contained in this section, that Offeror must propose specific alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to Sandoval County and will result in disqualification of the Offeror's proposal.

P. Offeror's Terms and Conditions:

Offeror's must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with Sandoval County.

Q. Agency Rights:

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

R. Ownership of Proposals:

All documents submitted in response to this Request for Proposals shall become property of Sandoval County.

S. Contact with Sandoval County Officials or Staff Members:

Any inquiries regarding the scope of work outlined in this RFP may be made to Jeffrey Davis, Sandoval County Procurement Officer, phone: (505) 404-5873, email: [jdavis@sandovalcountynm.gov](mailto:jdavis@sandovalcountynm.gov) or 1500 Idalia Rd., Building D, and Bernalillo, NM 87004.

T. Responsibility of Offeror:

At all times, it shall be the responsibility of the Offeror to insure its proposal is delivered to Sandoval County by the proposal due date and time. Proposals arriving late will not be considered.

U. Campaign Contribution Form:

Offeror's shall complete attachment No. 1 – Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

V. 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.

W. Use of Electronic Versions of this RFP:

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Sandoval County Procurement Officer, the version maintained by the Sandoval County Procurement Officer shall govern. Please refer to: [www.sandovalcounty.com](http://www.sandovalcounty.com).

X. New Mexico Employees Health Coverage:

Offeror's shall complete attachment No. 2 – New Mexico Employees Health Coverage Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars

Offeror must agree to maintain a record of the number of employees who have accepted health insurance; decline health insurance due to other health insurance coverage already in place; decline health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the

Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Y. Disclosure Regarding Responsibility:

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

Taxes are considered delinquent if both of the following criteria apply:

- a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c) Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- d) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Officer or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Officer or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

Z. Conflict of Interest: Governmental Conduct Act:

Offeror's shall complete attachment No. 3 – Conflict of Interest Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

AA. Resident Business or Resident Veterans Preference:

To be awarded additional Resident Business preference points, Offerors must include a copy of their Resident Business Certificate issued by **New Mexico Tax & Revenue**. In addition, for resident Veterans Preference the attached Certification Form (attachment No. 4) must accompany the certificate issued by New Mexico Tax & Revenue. Any business wishing to receive the preference **must** provide proper documentation. For more information, visit: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

BB. Distribution List:

Any Offeror wishing to be added to a distribution list for all correspondence related to this RFP must complete and return Attachment No. 5: Acknowledgment of Receipt Form.

**V. EVALUATION**

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 Offeror proposals.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Offeror experience and qualifications, Including any prior work for Sandoval County And/ or other local governments	100 pts
2. Offeror capabilities and capacity	75 pts
3. Knowledge of local Economic Development Entities, purpose and roles	100 pts
4. Process & Strategy Development/Recommendations	75 pts
5. Demonstrated Client Results	50 pts
6. Evidence of understanding the Scope of Work & prior successful team building and facilitation	50 pts
7. Cost	<u>50 pts</u>
	<b><u>TOTAL</u>      <b>500 pts</b></b>

Preferences

If a proposal contains a valid and current Resident Business Certificate or Resident Veterans Business Certificate, the applicable preference will be applied, all in accordance with State of New Mexico law, §13-1-21 and §13-1-22 NMSA 1978. The Resident Business Preference *is not* cumulative with the Resident Veteran Business Preference.

- |    |   |        |
|----|---|--------|
| 8. | Proposal contains valid N.M. Resident Business Certificate, <i>add 5% of total weight of all evaluation factors</i> | 25 pts |
|----|---|--------|

**OR**

- |    |  |        |
|----|--|--------|
| 9. | Proposal contains a valid Resident Veteran Business Certificate, <i>add 10%, 8%, or 7% of total weight of all evaluation factors</i> | ___pts |
|----|--|--------|

TOTAL FACTOR POINTS + PREFERENCE POINTS \_\_\_\_\_ pts

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

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

**The following definitions apply:**

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, which 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 either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political 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.

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

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

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
Name of Applicable Public Official: \_\_\_\_\_  
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)

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date\_\_\_\_\_

**CONFLICT OF INTEREST AFFIDAVIT**

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
NAME

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**RESIDENT VETERANS PREFERENCE CERTIFICATION (Attach copy of Certificate)**

\_\_\_\_\_ (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 discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

**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 ending with Attachment 5.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. 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.

RFP NAME: \_\_\_\_\_ RFP #: \_\_\_\_\_

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.**

Jeffrey Davis, Procurement Officer  
Sandoval County Finance Department  
1500 Idalia Road, Building D  
Box 40  
Bernalillo, NM 87004  
Fax: (505) 867-7605  
E-mail: [jdavis@sandovalcountynm.gov](mailto:jdavis@sandovalcountynm.gov)

**SAMPLE COST RESPONSE FORM**

OFFEROR NAME: \_\_\_\_\_

ITEM			MULTIPLIER		TOTAL MONTHLY COST
		X		=	
		X		=	
		X		=	
		X		=	
			TOTAL MONTHLY SUM	=	
			TOTAL ANNUAL SUM	=	

This form is provided as an Example.