

**CATRON COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**COMPUTER SYSTEM SOFTWARE  
AND HARDWARE**

**RFP #2019-05-04  
COMPUTER SYSTEM SOFTWARE  
AND HARDWARE**

**CATRON COUNTY PURCHASING  
100 Main Street  
P.O. Box 507  
Reserve, NM 87830**

**Issue Date: May 29, 2019**

**Questions: June 18, 2019 @ 4:00 PM MDT**

**Due Date: June 28, 2019 @ 11:00 AM MDT**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Catron, State of New Mexico, on behalf of the Catron County Board of County Commissioners, seeks sealed proposals from Computer System Software and Hardware Vendors. In order to receive consideration, a vendor must meet the requirements described in these documents, the goal of this project is to identify and select a vendor to bring a new computer software system for:

- Proposals to furnish a Financial and Administrative computer system, hardware and software, to serve the entire County, replacing an existing system and software (described below), to be used at several locations, mostly within one building, at the Catron County Courthouse. Vendors capable of providing such systems are invited to submit proposals according the specifications outlined in this document.
- An all-inclusive governmental system hardware and software: engineering, furnishing, installation, operations, maintenance and ownership of networking, customer premises equipment, management of systems hardware and software.
- Central Services: Customer Service, billing, collections, accounting, purchasing, finance, asset management, live web, etc.
- Networking communication between various lead departments: Treasurer, Assessor, Finance, Management, Sheriff and Clerks. The Clerk's Office will not be included in this RFP. However, they will need communication between various departments.
- Mass appraisals, property values, photo uploads, ext.
- Data entry and tracking capabilities for Geographical Information Systems and Mapping.
- View Options of Budget and Expenditures for Facility Management, Probate, Detention, DWI, Sheriff, Emergency Services Administrator, Flood, Road/Landfill and Safety Officer.
- Purchasing capacity to submit requisitions and backup documentation electronically by department for purchase orders
- Current system conversion/update Triadic AS40/JWALK System/HP Laser Jet Printers/IBM mid-range system power 6 or iSeries

## B. SUMMARY SCOPE OF WORK

The scope of work consists a new software and hardware system for various locations in Catron County: 100 Main Street, Reserve, New Mexico is the main location.

## C. SCOPE OF PROCUREMENT

The scope of the procurement consists of new software and hardware system, data transfer, cost, data converter, scan/view, payroll and accounts payable. Simultaneous close and start conversion. General ledger/tax. A description of the Vendor's fail-safe plan. User-friendly capabilities. System ability to export and convert to spreadsheet format. Import request. Email communication. Technical support break down, example- unlimited, availability. Apex/Jpeg,

imaging, photo, data and sketch capabilities. Bandwidth/ Cloud, USB Adapter, back up, records management. Scanners, fixed assets and inventory. System printers and system install.

This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award. Notice of Intent to Award Contract is expected on July 11, 2019 and Contract award is expected on or about July 29, 2019.

#### **D. CHIEF PROCUREMENT OFFICER**

The County of Catron has designated a Chief Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Offerors may contact ONLY the Chief Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Catron.

**Becky Beebe**

Catron County Chief Procurement Officer

Delivery Address (Including proposal delivery):

100 Main Street, Reserve, NM 87830

Mailing Address:

P.O. Box 507, Reserve, NM 87830

Phone: (575) 533-6424

E-mail: [becky.beebe@catroncountynm.gov](mailto:becky.beebe@catroncountynm.gov)

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Becky Beebe at the Delivery Address, above.

#### **E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“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 the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

"Contractor" means a successful offeror who enters into a binding contract.

"County" means the County of Catron, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

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

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

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

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

"Chief Procurement Officer" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Catron that is requesting the procurement of services or items of tangible personal property.

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

"Purchasing" means the County of Catron Purchasing Office or the Catron County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Catron.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

## F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

**- Catron County Procurement Regulations**

<http://www.catroncounty.us/files.html>

## II. 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 Chief Procurement Officer will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Chief Procurement Officer (CPO)	May 29, 2019, 2019
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	June 6, 2019
3. Pre-Proposal Conference	-----	N/A
4. Deadline to Submit Questions	PO	June 20, 2019
5. Response to Written Questions/ RFP Amendments	PM	June 24, 2019 by 4:00 PM MDT
<b>6. Submission of Proposal</b>	<b>Offerors</b>	June 28, 2019, 2019 <b>11:00 AM MDT</b>
7. Proposal Evaluation	Evaluation Committee (EC)	July 1-8, 2019
8. Notification of Finalists (If desired)	EC	To Be Determined
9. Best & Final Offer (If requested)	Offerors	To Be Determined
10. Oral Presentations	CPO	July 10, 2019

11. Contract Negotiations (If needed)	Tentative winner/County	To Be Determined
12. Contract Award*	Chief Procurement Officer (CPO)/ BCC*	July 26, 2019
13. Protest Deadline	Offerors	15 Days Of Notification

\*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 Catron County Chief Procurement Officer on behalf of the Board of County Commissioners of Catron County.

### 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 “Acknowledgment 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. Pre-Proposal Conference- N/A

There not a Pre-Proposal Conference associated with this procurement.

### 4. Deadline to submit written questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 4:00 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 Chief Procurement Officer (See Section I, Paragraph D.)

### 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be provided to all potential offerors that have returned the “Acknowledgment of Receipt” Form found at Appendix A. A new “Acknowledgment 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.

#### 6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 11:00 AM 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 Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “**COMPUTER PROPOSAL**” Request For Proposals and should reference “RFP #2019-05-04 COMPUTER SYSTEM SOFTWARE AND HARDWARE.” 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.

#### 7. 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 Chief Procurement Officer 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.

#### 8. Notification of Finalists

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

#### 9. 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), above.

## 10. Oral Presentations

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

## 11. 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.

## 12. 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.

## 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 and the Catron County Procurement Policy. The fifteen (15) day protest period for timely offerors shall begin on the day following the 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 Chief Procurement Officer.

Catron County  
Attn. Becky Beebe, Chief Procurement Officer

P. O. Box 507  
100 Main Street  
Reserve, NM 87830

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Catron County Procurement Policy.

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see

D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### **2. 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.

#### **3. 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.

#### **4. 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.

#### **5. 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.

## 6. Offerors' 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 Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. 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.

## 8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions 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-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the 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.

## 9. No Obligation

This procurement in no manner obligates Catron 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.

## 10. 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.

## 11. 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.

## 12. 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 Chief Procurement Officer.

## 13. Governing Law

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

## 14. Basis for Proposal

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

## 15. 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, Sample 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.

## 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

## 17. Contract Deviations

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

## 18. 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.

## 19. 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.

## 20. 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.

## 21. 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.

## 22. County Rights

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

### 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### 24. 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.

### 25. Ambiguity, Inconsistency or Errors in RFP

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

### 26. 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.

### 27. Use by Other Government Entities

By submitting a proposal, offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability by Catron County.

### 28. 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 Catron.

### 29. 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.

### 30. 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 County, the version maintained by the County shall govern.

## 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 six (6) 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. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. 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 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 Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Table of Contents
- c. Cost Response Form\* (See Appendix C) Clearly labeled
- d. Campaign Contribution Disclosure Form\* (See Appendix E) Clearly labeled
- e. Proposal Summary (optional)
- f. Response to Specifications
- g. Other Supporting Material\*\*

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

\*\*See also Section III.C.3., immediately below.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the offeror’s proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

# IV. SPECIFICATIONS

## A. INFORMATION

### 1. Background

Vendor shall supply such Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

### 2. Resident Business Preference

13-1-21 NMSA 1978 provides for preference for resident businesses under certain conditions. 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.

### 3. Resident Veteran Business Preference

13-1-21 NMSA 1978 provides for preference for resident veteran businesses under certain conditions. A completed Appendix F **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident veteran business preference.

### 4. Response to Requirements

Each requirement in sections IV.B.1 through IV.B.10, 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.

## B. MANDATORY REQUIREMENTS

### 1. Letter of Transmittal Form (0 Points – Pass/Fail Only)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

### 2. DETAIL MANDATORY REQUIREMENT - (PASS/FAIL)

The mandatory requirements listed below requires a vendor response, as indicated. *Failure to respond to, or properly comply with, a mandatory requirement will result in the disqualification of the Offeror's proposal.* Note: failure to respond to a mandatory requirement will result in receiving a score of fail or zero (0) for that requirement. The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the requirements of this RFP, will be used in the evaluation of individual proposal submittals.

#### a. License (PASS/FAIL)

State of New Mexico License- Vendor shall provide a copy of an actual State of New Mexico License to be considered as a valid participant for this RFP. Certificates will not be acknowledged as an actual license.

#### b. Prior Business Experience (PASS/FAIL)

Must have been in business performing similar and like services for a period of 5 years or more. Offeror certifies that they are capable and qualified to provide the products or services required by this RFP.

#### c. Insurance (PASS/FAIL)

Must have proof of Liability Insurance  
Offeror must agree, if selected and offered the contract to perform the required work, to submit a certificate of insurance consistent with the insurance section of the attached Contract and naming the Catron County as additional insured. Such certificate of insurance does not have to be submitted with the Offeror's proposal but must be provided prior to contract award. A statement of concurrence is required.

### C. Evaluation Criteria

COUNTY shall utilize a scoring system based the following weighted evaluation criteria. Note, organization and completeness of the proposal response will be a factor in evaluating submittals.

#### 3. Offeror (Offeror Team) Qualifications and Experience (30 Points)

Offer must describe, in narrative form, their qualifications to accomplish the activities cited within this Section IV.B as well as relevant experience and past record of successful performance.

#### 4. Work Requirements and System Conversion Approach (30 Points)

Vendor is asked to outline their implementation plan for the project as described in the RFP. The plan should include time tables that address the following issues:

1. **Project Management**: A description of the Vendor's management team for this project, listing of all key personnel.
2. **Project Schedule**: An implementation schedule for the services, including delivery dates, implementation milestones, task relationships and dependencies and a time line- (Time line should begin following Commission approval)
3. **System Design and Development**: Description on how the system conversion will be designed, including details of the customer testing and final implementation, the extent to which the connectivity will be guaranteed, how the service will deliver differentiated levels of service dependent upon the needs of the potential user.
4. **Training**: Detailed description of all training that is required for this project and how this will be accomplished.
5. **Ongoing Service Maintenance and Assistance**: Details of all maintenance activities and how assistance will be provided:  
**For Example**:  
Will 24/7 maintenance support be provided?  
What is the response time for major problems and minor problems?  
How will the service be monitored on a continuous basis for any problems?  
How will service growth be accommodated?  
What software will be used to generate utilization reports and service availability reports?
6. **Documentation Requirements**: Information, DVD's or manuals that are required for the delivery and usage of the hardware/software services.
7. **Breakdown Description of County Roles**: A clear descriptive account on what each department will be responsible for and their day-to-day requirements to insure the system is functioning efficiently.

#### 5. Vendor Qualifications and References (Page 49-51) (20 Points)

Provide written narrative statements and supporting documentation related to the following:

1. The Vendor shall detail County governmental specialization and background. A description of the qualifications, experience, capability and/or capacity of the vendor to successfully provide the software/ hardware service and complete the project in a timely manner. The specialization in the auditing of County government, including component units; and documentation requiring spread sheets, etc.
2. A description of the qualification of the members of the proposed project and team that will be assigned to the project.
3. Evidence of successful completion of a project of a similar size and complexity.
4. Familiarity with the County of Catron.

**6. Terminations (20 Points)**

Provide a list of any projects for which the firm’s contract terminated, held in default, or failed to complete the work. Include the name of the project, the timeframe of the project and circumstances surrounding the termination or default.

**7. Litigations and Claims (10 Points)**

Provide information regarding each and every legal proceeding, administrative proceeding and arbitration against the Contractor in the past 5 years.

**8. Fees (20 Points)**

**NOTE:** Offerors are to utilize *Appendix C– PROPOSED FEE SCHEDULE* in responding to this criteria. The rates or fees proposed may be used for purposes of negotiation fees/costs for awards and subsequent change orders or modifications to existing awards. The rates proposed are all inclusive of all applicable overhead rates, direct or indirect costs, and profit.

Offeror must complete and submit the Project Fee Response Form, at Appendix C providing proposed cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

**9. Oral Presentation (30 Points)**

Selected vendor (s) will be asked to provide an Oral Presentation to various County staff to be scheduled on July 10, 2019. Vendor will be notified in advance and will provide a demonstration via power point and will be asked to participate in Q&A from various County Staff members.

**Total Maximum Points: 150**

**D. BASIS OF AWARD:**

Contracts awarded as a result of this solicitation shall be awarded to the responsible Offeror(s) whose proposal represents the best value and is in the County’s best interest. The evaluation committee will prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending those Vendor’s which are considered to be the most highly qualified. All vendors on the most highly qualified selection recommendation report are considered “selected vendor” with which the Chief Procurement Officer or his/her designee may negotiate.

The final award decision shall be made by the Chief Procurement Officer or his/her designee. The selection authority will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and staff representatives, make the final selection. If the Vendor selected for award is not the recommended as the most highly qualified by the evaluation committee, the selection authority shall provide for the contract file a written explanation of the reason for the award preference. Such awards shall be subject to the prior review and approval of the County Commissioners. Such awards shall be subject to the prior review and approval of the County Commissioners.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

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.

<b>REF.</b>	<b>REQUIREMENT</b>	<b>POINTS AVAIL.</b>
V.B.1	Letter of Transmittal Form- Pass/Fail- Mandatory	0*
V.B.2.a	License- Pass/Fail- Mandatory	0*
V.B.2.b	Prior Business Experience –Mandatory	0*
V.B.2.c	Insurance- Mandatory	0*
V.B.3	Offeror Qualifications and Experience	30
V.B.4	Work Requirements and System Conversion Approach	30
V.B.5	Vendor Qualifications and References	20
V.B.6	Terminations	10
V.B.7	Litigations and Claims	10
V.B.8	Fees (Schedule- Appendix C)	20
V.B. 9	Oral Presentation	30
<b>TOTAL</b>		<b>150</b>

\*Pass/Fail only.

**B. EVALUATION FACTORS**

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.9, as indicated. Mandatory requirements.

- 1. . Letter of Transmittal Form** (0\* Points) Pass/Fail only.
- 2. a. License** (0\* Points) Pass/Fail only.  
**b. Prior Business Experience** (0\* Points) Pass/Fail only.  
**c. Insurance** (0\* Points) Pass/Fail only.

**3. Offeror (Offeror Team) Qualifications and Experience** (30 Points)

Points will be awarded base on the depth and breadth of experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror’s response. Offeror responses will also be compared to submittals from other offerors under this RFP.

**4. Work Requirements and System Conversion Approach** (30 Points)

Points will be awarded based on the breakdown and description of what the Vendor’s course and plan of action as indicated to the requirements of this RFP based on their plan for Project Management, Project Scheduling, Training, Ongoing Service Maintenance and Assistance and backup documentations. Points will be awarded based on the quality, content and logic of the offeror’s proposed hardware configuration, systems software application, instructions and technical support. Proposed installation, maintenance, conversion, education and training skills. Project organization schedule for de-installation of existing systems and installation of new system. Proposed vendor support services and back up facilities. As well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee.

**5. Vendor Qualifications and References** (20 Points)

Points will be awarded based on the as well as the reference’s satisfaction in their dealings with the offeror and the provided products or services. Evaluation will be based on experience with other County governments and the satisfaction of the services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP. See pages 49-51 for Reference Details.

**6. Terminations** (10 Points)

Points will be awarded based on full disclosure of terminations the vendor has acquired.

**7. Litigation and Claims** (10 Points)

Points will be awarded based on full disclosure of litigation and claims the vendor has acquired.

**8. Fees (Fee Schedule- Appendix C) (20 Points)**

See Attached Appendix C Fee Schedule- Schedule I- Hardware Cost, Schedule II- Software Cost, and Schedule III- Training Cost, and Additional Required Cost. Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{This Offeror's Total Proposed Cost}} \times 100$$

**9. Oral Presentation (30 Points)**

Oral Presentation points will be awarded based on the quality, content and logic of the offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. Presentations will be scheduled via selected finalist.

**E. EVALUATION PROCESS**

**1. Initial Review**

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

**2. Clarifications**

The Chief Procurement Officer may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

**3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

**4. Resident Business/Contractor Preference; Veteran Preference**

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-22 NMSA 1978.

## 5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**Catron County RFP #2019-05-04**  
COMPUTER SYSTEM  
SOFTWARE AND HARDWARE

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, and courier or hand delivery) to the Chief Procurement Officer no later than June 6, 2019.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Please return to:

**Becky Beebe**  
Chief Procurement Officer  
100 Main Street  
PO Box 507  
Reserve, NM 87830  
Phone: (575) 533-6423  
Fax: (575) 533-6433  
E-mail: becky.beebe@catroncountynm.gov

**APPENDIX B**  
**SAMPLE CONTRACT**  
**CATRON COUNTY**

CONTRACT #2019-05-04 Computer Proposal

THIS AGREEMENT is made and entered into by and between the County of Catron, , hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed \_\_\_\_\_ dollars (\$\_\_\_\_\_) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within

thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement is for one (1) year from the date of approval by the Catron County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Catron. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Catron as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Catron unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Catron from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Catron and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations

and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Catron County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Catron County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Catron County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Catron County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Catron from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Catron and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind

Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. 2016-07-007 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Catron against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Catron based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Catron for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Catron shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of Professional liability insurance, per occurrence and in the aggregate, of \$1,000,000.00. Proof of compliance with this section shall be provided by the Vendor to the Owner in each year insurance is required, and is appended to this document.

The Vendor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the Vendor fails to comply with the Workers' Compensation Act and application rules when required to do so, the contract may be cancelled effective immediately.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CATRON**

**37. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To:

County of Catron  
Becky Beebe, Procurement Officer  
PO Box 507

Reserve, NM 87830

To the Contractor

Printed Name:

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

Address:

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this [REDACTED] day of [REDACTED], 2019.

\_\_\_\_\_  
John Cliff Snyder, Chair

\_\_\_\_\_  
Anita Hand, Vice- Chair

\_\_\_\_\_  
Bucky Allred, Commissioner

Attest:

\_\_\_\_\_  
Keith Riddle  
Catron County Clerk

## Attachment 1

### Scope of Work

Required activities include, but are not necessarily limited to, the following:

- Prices quoted in the proposal shall be firm prices and not subject to increase during the term of any contractual agreement between Catron County and a vendor. Vendors will quote prices less any state tax or federal excise tax. Vendors should stipulate the expiration date of their quoted prices.
- Vendors should state their willingness to reduce the prices to the County of Catron quoted herein should the quoted price be reduced by the vendor or the manufacturer prior to its delivery.
- Vendors must state their commitment to maintain, support and upgrade the system software, applications software, and hardware of the current or publicly-released level for five years from the date of delivery.
- Vendors must supply the names and addresses of all service organizations that will provide maintenance of all equipment, system software, and applications software of the current or publicly-released level for five years from the date of delivery. A complete description of the proposed maintenance organization and the maintenance procedures and operations should be included. The vendor and/or any service organization providing maintenance shall be available via a toll-free telephone number, either a local number or an 800 number. Vendors must state an estimate of fees for the first 3 years of maintenance and support of the proposed hardware and software.
- Notwithstanding the contents of this RFP, it is the responsibility of the vendor to verify the completeness, accuracy, and suitability of his proposal to meet the requirements of the County of Catron.
- Any additional equipment, software, or modifications to same required after installation to meet the County of Catron's requirements, even if not specifically mentioned herein, shall be provided by the vendor without claim for additional payment; it being understood that a complete system which operates effectively and to the satisfaction of the County of is required. The successful vendor will be obligated to provide a system which meets all guarantees in his proposal for the price proposed therein.

## APPENDIX C

### PROJECT FEE RESPONSE FORM

**Catron County RFP#2019-05-04**

**Each Vendor shall provide a cost proposal. The Vendor’s pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.)**

**V.B. 8 Fee (Schedule- Appendix C- A. HARDWARE COST)**

ITEM	MAKE/ MODEL	QUANTITY CAPACITY	UNIT COST	EXTENDED COST	ANNUAL MAINT.
1. Server					
2. Mass Storage					
3. Tape/DVD/ Cloud/ Other Backup					
4. Printers <b>(Current Printers are HP Laser Jet Series)</b> Description of new printers. Dell systems throughout County.					
5. Other Equipment For Assessor APEX/ JPEG and GIS Mapping					

<b>TOTAL:</b>			\$	\$	\$
<b>3-year estimate, maintenance</b>					

**V.B. 8 Fee (Schedule- Appendix C- B. SOFTWARE COST)**

ITEM	ONE-TIME LICENSE FEE	ANNUAL LICENSE FEE	ANNUAL SUPPORT	OPTIONAL COSTS
1. System Software				
2. General Ledger and Budget Accounting				
3. Purchasing, Accounts Payable, and Accounts Receivable				
4. Inventory Control and Fixed Assets Accounting				
5. Payroll, Benefits and Leave, PERA, Accounting- Human Resources				
6. Property Taxes Billing and Receipting				
7. Business Licenses				
8. Clerk/Assessor/Treasure System				
19. Landfill Billing				
10. Building/Plumbing/Electrical Permits				
11. Word Processing, Spreadsheet, and Database Software				
12. Other				
<b>TOTAL:</b>	\$	\$	\$	\$

3-year estimate, maintenance				
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**V.B. 8 Fee (Schedule- Appendix C- C. TRAINING COST)**

ITEM	NUMBER OF DAYS	TRAINING COST	TRAVEL & PER DIEM	OTHER COST/ COMMENTS
1. System Software				
2. General Ledger and Budget Accounting				
3. Purchasing, Accounts Payable, and Accounts Receivable				
4. Inventory Control and Fixed Assets Accounting				
5. Payroll, Benefits and Leave Accounting				
6. Property Taxes Billing and Receipting				
7. Business Licenses				
8. Court System/Clerk Services Marriage License's, Recording, Ext.				
19. Landfill Service's				
10. Building/Plumbing/Electrical Permits				
11. Word Processing, Spreadsheet, and Database Software				
12. Cost for Other-				
<b>TOTAL:</b>				

**V.B. 8 Fee (Schedule- Appendix C- D. Additional Required Costs)**

DESCRIPTION	ONE-TIME COST	ANNUAL COST
1. Data Conversion: 3 years payroll, utilities, general ledger, and AP/AR		
2.		
3.		
4.		
<b>TOTAL:</b>	\$	\$

**COST RESPONSE FORM**

**Catron County RFP # 2019-05-04  
COMPUTER SYSTEM SOFTWARE AND HARDWARE**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the County.

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

COMBINED TOTAL PROPOSED COST \$ \_\_\_\_\_

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO.** Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2019  
Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## APPENDIX E

### 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 F

### RESIDENT VETERANS PREFERENCE 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 revenues starting January 1 ending December 31 is less than \$1 million 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 revenues starting January 1 ending December 31 is more than \$1 million but less than \$5 million 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 revenues starting January 1 ending December 31 is more than \$5 million 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 the penalty of perjury that during the last calendar year starting January 1 sand ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this businesses’ application for a Resident Veteran Business Preference/resident Veteran Contractor’s Preference under Section 13-1-21 or 3-1-22 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 make in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement if the statements are proven to be incorrect.

**APPENDIX G  
ACKNOWLEDGEMENT OF ADDENDA**

**RFP #2019-005-04  
Computer System  
Software and Hardware**

**THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP.**

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_ Dated \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the offers stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

**COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NEW MEXICO GROSS RECEIPTS TAX NO** \_\_\_\_\_

**FEDERAL EMPLOYER ID NUMBER (FEIN)** \_\_\_\_\_

**NEW MEXICO LOCAL PREFERENCE NUMBER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**PRINTED OR TYPED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX H**  
**VENDOR INFORMATION AND REFERENCES**

*(If more than one vendor, indicate which is **PRIMARY VENDOR**)*

**SOFTWARE VENDOR:**

Headquarters \_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Address  
\_\_\_\_\_  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_  
\_\_\_\_\_ Contact  
\_\_\_\_\_  
\_\_\_\_\_ Telephone

Local Sales Office

\_\_\_\_\_  
\_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Address  
\_\_\_\_\_  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_  
\_\_\_\_\_ Contact  
\_\_\_\_\_  
\_\_\_\_\_ Telephone

**HARDWARE VENDOR:**

Headquarters \_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Address  
\_\_\_\_\_  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_  
\_\_\_\_\_ Contact  
\_\_\_\_\_  
\_\_\_\_\_ Telephone

Local Sales Office

\_\_\_\_\_  
\_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Address  
\_\_\_\_\_  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_  
\_\_\_\_\_ Contact  
\_\_\_\_\_  
\_\_\_\_\_ Telephone

**CUSTOMER REFERENCES:**

1. Customer Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_)\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Hardware Configuration \_\_\_\_\_

Software Installed \_\_\_\_\_

2. Customer Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_)\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Hardware Configuration \_\_\_\_\_

Software Installed \_\_\_\_\_

3. Customer Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_)\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Hardware Configuration \_\_\_\_\_

Software Installed \_\_\_\_\_

**END**