REQUEST FOR PROPOSALS
PROPOSAL NUMBER: 16-17-11

Property and Casualty Insurance
Communications Authority

NIGP Services/Commodity Code: 953.77

Return Sealed Proposals to:
SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Jaime Jones
Contract Analyst
Phone: 505-334-4548
Fax: 505-334-4561
E-Mail: jjones@sjcounty.net

CLOSING DATE: February 7, 2016
TIME: 5:00 p.m. (Local Time)

Proposal of Offerors Form must be completed in full and returned with the Proposal Offer.

This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.

Do not return the Request for Proposal (RFP) in case of "No Response".

Proposal must be received in the County’s Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. **Faxed Proposals will not be accepted.**

Submit Proposal Offer in an opaque, sealed envelope. Identify the envelope with Project Name, Proposal Number, Proposal Closing Date, and Offeror Name. Submit the Proposal Offer in accordance with the Request for Proposal.

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: 16-17-11

Property and Casualty Insurance

41 PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM, RESIDENT VETERANS PREFERENCE CERTIFICATION AND ATTACHMENTS A, B, C, & D)

NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

_______________________________________
OFFEROR NAME

_______________________________________
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_______________________________________
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: __________________________________________________________

CITY: ___________________ STATE: _____           ZIP CODE: _______________

PHONE NO.: _____________________               FAX NO.: ______________________

E-MAIL: _______________________________________________________________

RETURN TO:
Jaime Jones
Contract Analyst
213 South Oliver
Aztec, NM  87410
(505) 334-4548
FAX (505) 334-4561

Faxed copies of the Acknowledgement of Receipt form will be accepted. Faxed Proposal responses will not be accepted.
1. **GENERAL.** When the Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.

2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½” x 11” paper and placed within a binder with tabs delineating each section. One (1) original and four (4) copies of the Proposal shall be supplied. Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab’s information as a separate file on a CD-R, CD-RW or Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 6-8, with each tab as a different folder.

3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.

6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror’s duly authorized representative(s).

7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.

8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential.” Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror’s Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.

11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.

12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District Court, San Juan County, State of New Mexico.

13. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of this Request for Proposal, the Response of the successful Offeror, a separate written contract and the County's Purchase Order.

14. **CONTRACT TERMS AND CONDITIONS.** A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions, or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

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.

15. **CONTRACT AMENDMENTS.** The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.

16. **TERMINATION OF CONTRACT.** In the event of a breach on any provision of the Agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days written notice to the Contractor. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978 Section 6-6-11.

In addition, any contract awarded as a result of the Request for Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

17. **SPECIFICATIONS.** It is the intent of the County to make this Request for Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.

18. **INDEMNITY.** The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders,
designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to
give directions or instructions by the County, or the agents or employees of the County, where such giving or
failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

19. **LICENSING.** The Offeror awarded the contract shall possess a current license in the State of New
Mexico, and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her
duties under this Agreement.

20. **STATUS OF OFFEROR.** The successful Offeror and its officers, directors, agents and employees, are
independent contractors performing services for the County and are not employees of the County. The Offeror
and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of
County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her
obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes,
ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the
Offeror in the day-to-day performance of this Contract.

21. **DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Offeror
shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national
origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious
medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The
successful Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal
employment opportunity, discrimination, and civil rights.

22. **NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes
civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties
for illegal bribes, gratuities and kickbacks.

23. **TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and
local taxes on monies received pursuant to this Agreement.

The third party or successful Offeror is not considered the employer's agent for tax purposes. The successful
Offeror will be responsible for all taxes due as a result of benefits paid to employees. The successful Offeror shall
not transfer this liability to the County.

24. **ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in
any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to
become due under any contract, without having first obtained the prior written consent of the County to do so. Any
attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in
disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent
to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from
any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting
contract.

25. **RECORDS.** All records and documents are property of San Juan County and shall be returned to San
Juan County upon termination of any contract.

26. **PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Offeror
awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by
the Offeror and shall be in form satisfactory to the County.

27. **CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and
comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the
performance of the work described herein.

28. **INSURANCE.** The successful Offeror is required to carry and maintain, during the period of the contract,
adequate insurance from a reputable insurance company or companies with a Best Rating of A, or better, licensed
to do business in the State of New Mexico and admitted by the Department of Insurance in the State of New
Mexico. At a minimum, each Offeror must carry comprehensive general liability insurance with combined single limits of not less than $1,000,000 per occurrence, and medical malpractice insurance in compliance with the New Mexico Medical Malpractice Act. A.M. Best Rating. Offeror shall disclose the A. M. Best’s Rating of each insurer, which is included within the proposal. Proposals, which include coverage from an insurer whose rating is unacceptable, may be rejected.

Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal offer. The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:

To be considered for award of a contract pursuant to this Request for Proposal, each proposal Offer shall contain the materials required herein, a response to the specifications and requirements and other items identified in the Evaluation/Award section, and shall comply with the format described. Failure to provide required documentation and information as requested may result in rejection of the Offeror’s Proposal.

PROPOSAL FORMAT/CONTENTS.

The proposal must be organized and sectioned in the following format and must contain, at a minimum, all listed items in the sequence indicated. There is no page limit.

SECTION 1. TRANSMITTAL/COVER LETTER.

A. IDENTIFY THE OFFEROR AND CONTACT PERSON. Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.

B. BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.

C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization’s acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

A. Proposal of Offeror Form. Each Offeror shall acknowledge receipt and acceptance of any and all amendments.
B. Current Certificate of Insurance.
C. Campaign Contributions Disclosure Form.
D. New Mexico Resident Business/Veterans Certificate

SECTION 3. RESPONSE TO SCOPE OF SERVICES.

Each Proposal shall provide a written response to each specification and requirement. If an Offeror is unable to provide an item, which is required by the specifications, it shall take written exception to the specification.
SECTION 4. COST PROPOSAL.

Each Offeror shall provide a cost proposal with its Offer. The Offeror’s pricing shall be Inclusive of any additional costs, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.).

SECTION 5. IN-STATE RESIDENT PREFERENCE.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Offeror shall include their in-state resident preference number and a copy of the Certificate provided to them by the New Mexico Taxation and Revenue Department.

Please be aware, all In-State Resident Preference Numbers issued by the New Mexico State Purchasing Division expired on December 31, 2011. All Vendors/Contractors must re-apply for a new In-State Resident Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

SECTION 6. RESIDENT VETERANS PREFERENCE.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, effective July 1, 2012, to be eligible for the 7, 8 or 10% resident veterans preference, the Offeror shall include a copy of their resident veterans preference Certificate provided to them by the New Mexico Taxation and Revenue Department and complete the attached Resident Veterans Preference Certification form. This preference is separate from the in-state preference and is not cumulative with that preference.

All Vendors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

CRITERIA. POINTS.

New Mexico Business/Veterans Preference +10% of Total Points
Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached Resident Veterans Preference Certification form must be completed, signed and be included in the proposal submission

Proposal submissions will be evaluated on preference as follows:

PROPERTY AND CASUALTY INSURANCE SERVICES

INTRODUCTION

San Juan County is soliciting proposals for public entities general liability protection, employee benefit plans administration liability protection, public entity management liability protection-claims made, an umbrella excess liability protection including liability and medical payments coverage, and physical damage on vehicles owned/used by the San Juan County Communications Authority.

Overview of Communications Authority Operations

The San Juan County Communications Authority is an entity created by a joint powers agreement between the cities of Aztec, Bloomfield, Farmington, and the County of San Juan, which provides 911 call-taking and emergency dispatch services in San Juan County. The governing body is a Board of Directors comprised of representatives from each of the three cities and San Juan County. Additionally, a representative from New
San Juan County encompasses an area of approximately 5500 square miles, situated in the northwest corner of the State of New Mexico. There are approximately 130,000 residents in the county, including members of the Navajo Nation, many of whom reside on the Navajo Reservation, and are not primarily served by the San Juan County Communications Authority, other than fire dispatching services.

San Juan County Communications Authority currently maintains a policy manual which articulates Standard Operating Procedures for all aspects of employee activity and is available for viewing at the Communications Authority located at 207 S. Oliver Dr, Aztec, NM 87410. The Communications Center is fully operational. Current staffing levels are authorized at 48 FTE’s. The Communications Center maintains seventeen (17) workstations used for public safety dispatching and 911 call-taking services. Minimum staffing levels are articulated in policy and varies according to time of day and day of week (in consideration of anticipated workloads), and may increase in response to unusual or extraordinary circumstances. The Communications Center operates 24/7/365. A fully trained supervisor is in charge of the dispatch floor (active dispatching operations) at all times. Reference materials and job aids are available to all dispatchers at their work stations. A full-time Training Coordinator and a full-time Assistant Training Coordinator supervise and coordinate training to ensure the highest levels of expertise at all operational levels. Dispatchers and Call-takers earn, at a minimum, 36 hours of continuing education credits every year in order to maintain their certifications. All Dispatchers and Call-takers also receive approximately fifty-two (52) hours of advanced training per year. A robust quality assurance program is in place and approximately 98% of all EMD (Emergency Medical Dispatch) calls are reviewed for compliance with established protocols. Dispatchers and Call-takers are trained and certified (at the state and national level) in the following:

A. 911 call-taking and emergency dispatching (certified by the State of New Mexico)
B. Cardio-Pulmonary Resuscitation (CPR) and basic First Aid (Red Cross)
C. Emergency Medical and Fire Dispatching (Certified by the National Academies of Emergency Dispatch)
D. Emergency Medical Dispatching (State of New Mexico EMS)
E. In-house trainers are certified by the Association of Public Safety Communications Officials, Intl. (APCO)

The Communications Center does have the capability to receive and interpret Enhanced 911 data provided by telecom providers (automatic number identification and automatic location identification). The Communications Authority owns the majority of the on-site equipment other than the “backroom” radio equipment (owned by San Juan County Emergency Management) and the I-Series Network server (leased by the Communications Authority). The on-site hardware/software used by the Communications Authority is state of the art and is upgraded on a regular basis. The equipment is properly grounded per industry standards. All incoming and outgoing telephone calls (from the dispatch floor) and all radio broadcasts are recorded. All Computer Aided Dispatch entries are also recorded. All files (recordings and hard copies) are maintained by the Communications Authority for a period of seven (7) years. The E911 system includes the following components:

A. Enhanced (E911) 911 (ANI/ALI) for all landline calls to 911
B. Phase 1 Wireless E911 for cell calls to 911 (as provided by the telecom provider)
C. Phase 2 Wireless E911 for cell calls to 911 (as provided by the telecom provider)
D. The ability to receive 911 calls through the 911 system from phones using Voice Over Internet Protocol (VOIP) technology, including ANI/ALI, as provided by the caller.

The vehicles, which are titled under the Communications Authority, are used by the Director, Systems Administrator, Administrative Manager, Operations Manager, and receptionist. These vehicles may also be used (periodically) by SJCCA employees for official business. One vehicle has emergency equipment (lights, siren, PA system) installed and its use is strictly controlled and restricted to properly trained and authorized personnel. All vehicles are insured.
SCOPE OF SERVICES

Contract Term.

The initial policy will become effective March 10, 2017 and end on March 10, 2018. The policy may, upon mutual agreement of the parties, be renewed for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The policy may also be renewed for a period less than one full year. The successful Offeror must provide the premium rate for the forthcoming year sixty (60) days prior to the expiration date of the current policy.

Renewals/Premium Adjustments.

After the initial policy year, but prior to a renewal term, the carrier may by giving a 60-day written notice to the County, institute a premium increase or decrease based on the Communications Authority loss experience for the preceding year and commensurate with the conditions which exist in the insurance industry. All other terms and conditions of the contract will remain the same.

During each renewal year, a premium adjustment may be made to account for changes in the County's loss experience and to account for market factors in the insurance industry. Any individual policy may be renewed, at the County's option, without requiring renewal of the other policies contracted as a result of this Request for Proposals.

Insurance to be Provided.

Property and Casualty Insurance consisting of:

1. Property insurance.
2. Inland marine including the following limits.
3. Public entity general liability.
4. Employee benefit plans administration liability.
5. Public entity management liability.
7. Automobile liability protection.
8. Automobile physical damage.
9. Umbrella coverage.
10. Excess errors and omissions liability.

Name Insured Clause:
San Juan County Communications Authority

Mailing Address:
207 South Oliver
Aztec, NM 87410

Contact:
Tandra Malcolm 1-505-334-6000

Proposed Policy Term:
March 10, 2017 – March 10, 2018

SPECIFICATIONS / REQUIREMENTS.

The proposal must be as specific as possible and address the following specifications and requirements. In addition, Offeror shall provide itemized, detailed pricing for the specified services with their response.

A. The Offeror must have at least two full time employees, one of whom would be available for telephone or other consultation with County personnel during regular business hours.
B. Offeror must supply three (3) references of past or current clients for the purpose of verifying the capability of providing the proposed services. References must include the names and telephone numbers of individuals to contact. One of the references should be a public entity.

C. The insurance company providing excess Workers' Compensation and Employer's Liability Insurance must provide evidence of a current A.M. Best rating of A-, or the equivalent rating with Standards & Poor's; or Moody’s.

D. Coverage required: A summary of the coverage required and applicable deductibles is attached as Exhibit C.

E. If a formula is used to calculate the cost, the formula should be shown and the figures for establishing the estimated cost given.

**ADDITIONAL INFORMATION.**

A. **Carrier History:** Coverage has been provided by Insurance Company of The West from 1998 to 2001 and by St. Paul Fire and Marine Insurance Company from 2001 to 2005, and by Kysar Insurance Agency, Inc. since 2005. The current policy period with Kysar Insurance Agency, Inc. is from 3/10/16 through 3/10/17.

B. **Exhibit A:** Claims History.

C. **Exhibit B:** San Juan County Communications Authority Call Statistics Sheets for 7/1/2013 – 6/30/2016

D. **Exhibit C:** Yearly Call Type Volume per Trunk Group

E. **Exhibit D:** Summary of required coverage and amounts

F. **Exhibit E:** List of Equipment and Vehicles

**EVALUATION / AWARD.**

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation.

A. **EVALUATION COMMITTEE:** Each responsive proposal shall be evaluated by an Evaluation Committee appointed by the Authority’s Board of Directors.

B. **EVALUATION CRITERIA:** The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/factors:

<table>
<thead>
<tr>
<th>FACTORS</th>
<th>POINT VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Premiums</td>
<td>400</td>
</tr>
<tr>
<td>2. Policy</td>
<td>400</td>
</tr>
<tr>
<td>3. Insurance Company Status</td>
<td>200</td>
</tr>
<tr>
<td>4. Up to Additional 100 points to be added for In State and/or Veterans Preference</td>
<td></td>
</tr>
</tbody>
</table>

C. **COMMITTEE'S RECOMMENDATION.** The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive proposal with the most highly ranked proposal will be recommended to the Authority’s Board of Directors or its delegate for award or further consideration.
D. **INVESTIGATIONS.** The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request for Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a “responsible Offeror” as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

E. **RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement. The County reserves the right to cancel this Request for Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

**QUESTIONS/SUGGESTIONS**

Questions and/or suggestions concerning this Request for Proposal shall be submitted in writing no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst  
Phone: 505-334-4548  
Fax: 505-334-4561  
E-mail: jjones@sjcounty.net

**Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.**

**Note:** Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.
The following proposal is made for furnishing the following service for San Juan County, New Mexico.

**Property and Casualty Insurance for San Juan County Communications Authority**

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for sixty (60) days from the opening of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Amendments(s):

  Amendment No: __________ Date: __________ Amendment No: __________ Date: __________

  Amendment No: __________ Date: __________ Amendment No: __________ Date: __________

Respectfully submitted,
By (Individual authorized to contractually bind the Offeror):

____________________________________        ______________________
(Printed Name)                              (Signature)

____________________________________       ______________________________________
(Title)                                      (Date)

_______________________________________        ______________________________________
(Offeror/Contractor Name)                  (Street Address)

_______________________________________        ______________________________________
(City, State & Zip Code)                    (E-Mail Address)

_______________________________________        ______________________________________
(Phone No.)                                  (Facsimile No.)

OFFERORS MUST PROVIDE ANSWERS FOR ALL QUESTIONS ON THIS FORM. PLEASE DO NOT REFERENCE ANOTHER SECTION OF THE PROPOSAL FOR YOUR RESPONSE.
January, 2017

ATTN: SAN JUAN COUNTY VENDORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter into a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for each Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars ($250), to an applicable state or local public official prior to execution of a contract. Campaign contributions made during the two (2) 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, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded $250.

A prospective contractor, family member, or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the $250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County’s Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Procurement Officer

Enclosure
Pursuant to NMSA 1978, § 13-1-191.1 (2011), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.
DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ____________________________________________

Relation to Prospective Contractor: ____________________________________________

Name of Applicable Public Official: ____________________________________________

Date Contribution(s) Made: ____________________________________________

Amount(s) of Contribution(s) ____________________________________________

Nature of Contribution(s) ____________________________________________

Purpose of Contribution(s) ____________________________________________

(Attach extra pages if necessary)

__________________________________________

Signature

___________________________

Date

Title (position) Business Name

--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) Business Name
Resident Veterans Preference Certification

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

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

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

__________________________________________  __________________________
(Signature of Business Representative)  (Date)

*Must be an authorized signatory for the Business.

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