REQUEST FOR PROPOSALS
PROPOSAL NUMBER: 16-17-13

Life Insurance and Accidental Death & Dismemberment

NIGP Commodity/Services Code: 953-63 Life Insurance

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

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

CLOSING DATE: March 30, 2017
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.: 16-17-13

Life Insurance and Accidental Death & Dismemberment

69 PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM, RESIDENT VETERANS PREFERENCE CERTIFICATION, AND EXHIBITS A, B, C, D, E, & F)

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
(505) 334-4548
FAX (505) 334-4561
jjones@sjcounty.net

Faxed copies of the Acknowledgement of Receipt form will be accepted. Faxed Proposal responses will not be accepted.
TERMS AND CONDITIONS
(Unless otherwise specified)

1. GENERAL. When the County 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.

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.

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:

In addition to the total points on this Proposal, 10% must be added for preference award. For example, this Proposal has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

“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.

INTRODUCTION/SCOPE OF SERVICES.

The County of San Juan (hereafter “the County”), New Mexico, is soliciting proposals for the administration of its Life Insurance and Accidental Death and Dismemberment.

Required coverage is for Life Insurance, as well as Accidental Death and Dismemberment, for employees enrolled in Major Medical employee benefits program. Non-participating benefits program employees may purchase Life Insurance and Accidental Death and Dismemberment for themselves but not their spouses. The County pays the 79/21 split on the Life Insurance premium for those who opt out of the medical benefits plan. Program specifics are listed in “Exhibit A.”

CONTRACT TERM/RENEWAL.

The primary term of the proposed contract will become effective July 1, 2017 through June 30, 2018 following award. The Contract 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 contract 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.

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 County’s 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.

AGREEMENT TERMINATION.

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.

ADDITIONAL INFORMATION.

San Juan County is not paying broker commissions for Life Insurance and Accidental Death & Dismemberment coverage.

Premium costs for Basic Life Insurance and Accidental Death & Dismemberment coverage for employees participating in the medical plan are included in the medical plan package.
Quotes provided for Life and Accidental Death & Dismemberment coverage should be without premium waiver.

The County has experienced seven (7) deaths in the past two (2) years: four (4) employees and three (3) dependents.

Coverage for volunteers is not applicable under the RFP.

Additional census data may be available in electronic format (Excel) upon request.

**SPECIFICATIONS / REQUIREMENTS.**

The proposal must be as specific as possible and address the following specifications and requirements.

A. Each Offeror shall provide a cost proposal with their Offer including any proposed rate guarantees.

B. Each Offeror shall provide a listing of clients (i.e., clients to whom the same type of services have been provided to in a similar environment and/or facilities). The reference listing shall include current clients which services have been provided to within the past four (4) years, service descriptions, along with each client’s contact person(s) and telephone number(s). The County reserves the right to contact references/clients for verification and pertinent information.

C. 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.

D. Each of the above employees must have five years of full time experience in Life and Accidental Death and Dismemberment.

E. Each Offeror shall describe their experience in the field of service, customer service abilities, and include a statement of the firm’s staff capability to perform the required services.

F. Each Offeror shall provide a financial strength/stability report.

**LIST OF EXHIBITS.**

A. **Carrier History and Coverage required:** Coverage has been provided by Metropolitan Life Insurance Company since 2005. The current policy period with Metropolitan Life Insurance Company is 07/01/15 through 06/30/16. A summary of the coverage is attached as “Exhibit A.”

B. **Premium Quotation Form:** Each Offeror shall complete the Premium Quotation Form and answer the attached questions. Attached as “Exhibit B.”

C. **Current Year Enrollment History:** Attached as “Exhibit C.”

D. **San Juan County Monthly Eligibility History:** Attached as “Exhibit D.”

E. **San Juan County Census:** Currently there are 613 employees enrolled in the Life Insurance and AD&D program: Attached as “Exhibit E.”

F. **Paid Premiums for the Last Year:** Attached as “Exhibit F.”
EVALUATION / AWARD.

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of an Offeror to respond to criteria set forth in the RFP document may result in a score of Zero (0). Offeror’s shall be prepared to respond to requests by the County to provide on-site presentations to address areas which may be deemed necessary to assist in the detailed evaluation process. All expenses associated with such presentations shall be borne by the Offeror.

A. EVALUATION COMMITTEE. Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the Central Purchasing Office.

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

<table>
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<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>1. Cost</td>
<td>250</td>
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<tr>
<td>2. Rate guarantees</td>
<td>250</td>
</tr>
<tr>
<td>3. Experience with comparable clients</td>
<td>100</td>
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<tr>
<td>4. References checks</td>
<td>100</td>
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<tr>
<td>5. Customer service</td>
<td>100</td>
</tr>
<tr>
<td>6. Financial strength/stability</td>
<td>100</td>
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<tr>
<td>7. Operations</td>
<td>100</td>
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<tr>
<td>8. Up to Additional 100 points to be added for In State and/or Veterans Preference</td>
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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 Offeror with the most highly ranked proposal will be recommended to the Board of County Commissioners or its delegate for further consideration.

D. NEGOTIATION. Award of a contract by the Board of County Commissioners or its delegate is subject to successful negotiation of the cost of services with the most highly ranked Offeror. A contract will not be awarded if negotiations are unsuccessful. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the third most highly ranked Offeror, and so on pursuant to N.M.S.A. 1978 § 13-1-122. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

E. 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.

F. 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.

**TENTATIVE RFP TIMELINE**

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Questions / Suggestions Deadline</td>
<td>March 23, 2017</td>
</tr>
<tr>
<td>Proposal Submittal Deadline</td>
<td>March 30, 2017</td>
</tr>
<tr>
<td>Proposal Evaluation / Scoring</td>
<td>April 13, 2017</td>
</tr>
<tr>
<td>Contract Negotiations with Selected Offeror</td>
<td>April 20, 2017</td>
</tr>
<tr>
<td>Commission Award</td>
<td>May 2, 2017</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2017</td>
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</tbody>
</table>

**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.

**Life Insurance and Accidental Death & Dismemberment - Request for Proposals No. 16-17-13**

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, and has full authority to bind the Offeror.

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 Addendum(s):
  
  Addendum No: __________ Date: __________  Addendum No: __________ Date: __________
  Addendum No: __________ Date: __________  Addendum No: __________ Date: __________

By (Individual authorized to contractually bind the Offeror):

____________________________________  ______________________________________
(Printed Name)                           (Signature)

____________________________________  ______________________________________
(Title)                                 (Date)

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

____________________________________  ______________________________________
(City, State & Zip Code)                (Facsimile No.)

____________________________________  ______________________________________
(Phone No.)                             (E-Mail Address)

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 Baker-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 unwarranted the procurement involved if the statements are proven to be incorrect.
EXHIBIT “A”

Life Insurance and Accidental Death and Dismemberment

Employee Life Insurance Coverage

Current Coverage is with MetLife Life Insurance Company

<table>
<thead>
<tr>
<th>Life Insurance Limits</th>
<th>Current Coverage</th>
<th>Option # 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee- Life Limit:</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Employee- AD &amp; D Limit:</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Dependent – Life Limit:</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Dependent – AD &amp; D Limit:</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

Coverage Includes:

- Waiver of Premium Benefit
- Accelerated Benefit Provision

AD & D Benefits:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental Loss of Life</td>
<td>100%</td>
</tr>
<tr>
<td>One Hand or One Foot by Dismemberment</td>
<td>50%</td>
</tr>
<tr>
<td>Sight in One Eye</td>
<td>50%</td>
</tr>
<tr>
<td>Thumb and Index Finger of One Hand</td>
<td>25%</td>
</tr>
</tbody>
</table>
EXHIBIT “B”

PREMIUM QUOTATION FORMS AND QUESTIONS (3 pgs total)

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

THIS FORM MUST BE COMPLETED BY ALL OFFERERS

Please provide your fully pooled life, accidental death and dismemberment, and supplemental and dependent life quotes in the following table. All life quotes should be on a “per $1,000” basis unless otherwise noted.

<table>
<thead>
<tr>
<th>Fully Pooled Coverage</th>
<th>Rate per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life (Non-Contributory)</td>
<td>$</td>
</tr>
<tr>
<td>Basic AD &amp; D (Non-Contributory)</td>
<td>$</td>
</tr>
<tr>
<td>Dependent Life (per unit) (Contributory)</td>
<td>$</td>
</tr>
<tr>
<td>Supplemental Life:</td>
<td></td>
</tr>
<tr>
<td>Under 35</td>
<td>$</td>
</tr>
<tr>
<td>35 to 44</td>
<td>$</td>
</tr>
<tr>
<td>45 to 49</td>
<td>$</td>
</tr>
<tr>
<td>50 to 54</td>
<td>$</td>
</tr>
<tr>
<td>55 to 59</td>
<td>$</td>
</tr>
<tr>
<td>60 to 64</td>
<td>$</td>
</tr>
<tr>
<td>65 to 69</td>
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<tr>
<td>70 to 74</td>
<td>$</td>
</tr>
<tr>
<td>Over 74</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fully Pooled Coverage</th>
<th>Rate per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life (Non-Contributory)</td>
<td>$</td>
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<td>Basic AD &amp; D (Non-Contributory)</td>
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<tr>
<td>Dependent Life (per unit) (Contributory)</td>
<td>$</td>
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<tr>
<td>Supplemental Life:</td>
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<tr>
<td>70 to 74</td>
<td>$</td>
</tr>
<tr>
<td>Over 74</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: All rates must be guaranteed for at least two policy years July 1, 2013 through June 30, 2015. Please provide a separate rate page if better rates are applicable as a result of being awarded multiple coverages. Be sure to indicate coverage and any requirements.
EXHIBIT "B"

PREMIUM QUOTATION FORMS AND QUESTIONS (Continued)

All proposals submitted must include answers to the following questions.

1. Delete Actively At Work requirement if previously covered under prior program.

2. Will benefits decrease as the employee ages? Attach applicable benefit structure.

3. What are the Underwriting/Health Requirements for policy issuance?

4. Are all current participants in the Life/AD&D insurance program guaranteed issue?

5. Will your policy allow for Conversion Privileges? What is the Cost to the Employee?

6. Will your policy allow for Conversion Privileges on the Dependent Coverage? What is the cost to Dependent?

7. Are there any Participation Requirements? What are they?

8. Can you give a Rate Guarantee for 24 months?

9. Include a copy of your Enrollment Requirements along with Sample Forms.

10. Attach a Sample Policy.

11. The carrier is requested to provide individual coverage certificates to each employee. Attach a sample copy of the certificates. The cost of these certificates is to be included in your quotation.

12. Full Name of Insurance Company

13. What is the AM Best Rating
   
   Standard & Poor's
   Moody's

14. These specifications request that any rates or fees quoted in your proposal be firm and guaranteed for 24 months and cannot be changed by recalculation based on actual enrollment. Please indicate your agreement to this requirement. What is the maximum period for which your company will guarantee your premium rates of fees and under what conditions? Will you guarantee rates in the 3rd and 4th years?

15. The County is requesting that formal renewal notice for all coverages be received no later than 120 days prior to the renewal date of the program. Please indicate your agreement to this stipulation.

16. When are premiums/fees due and what is the grace period for payment of premium under your policy? If premium is paid subsequently is a penalty and/or interest charge assessed? If yes, please explain in detail.

17. How will premium payments be administered? Will your company maintain an on-going eligibility listing?

18. Is your company licensed in the state of New Mexico?
<table>
<thead>
<tr>
<th>Month/Year</th>
<th>Employee Basic &amp; AD&amp;D</th>
<th>Spouses Basic</th>
<th>Children Basic</th>
</tr>
</thead>
<tbody>
<tr>
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<td>617</td>
<td>240</td>
<td>450</td>
</tr>
<tr>
<td>February 2016</td>
<td>619</td>
<td>239</td>
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</tr>
<tr>
<td>March 2016</td>
<td>612</td>
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<tr>
<td>April 2016</td>
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<td>August 2016</td>
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<tr>
<td>January 2017</td>
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<td>249</td>
<td>483</td>
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