

**DOÑA ANA COUNTY  
REQUEST FOR PROPOSAL (RFP)  
DAC 11-0057**

**ENGINEERING SERVICES FOR CHAPARRAL  
AND DAC SOUTH CENTRAL REGION**



RFP DUE DATE AND TIME: July 19, 2011 @ 2:00 PM (LOCAL TIME)  
PURCHASING CONTACT: Donald E. Bullard at 575-525-5927  
E-MAIL: donb@donaanacounty.org

LOCATION:  
Doña Ana County Purchasing Department  
845 N Motel Blvd Room 2-147  
Las Cruces, Nm 88007

**OFFICIAL CONTACTS ONLY**

This RFP contains restrictions on contact with public officials, the County's consultants or others working on behalf of the County. See the official contact policy in Item 16 of this document. Violation of this policy may lead to disqualification.

<b>PROJECT NAME:</b>	<b>Engineering Services for Chaparral and DAC South Central Region</b>
<b>PROJECT NUMBER:</b>	<b>DAC 11-0057</b>

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**ATTACHEMENTS: Sample Contract**

## PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION

1. **DUE DATE** - Requests for competitive sealed proposal (RFP) will be received at the office of the Dona Ana County Purchasing Manager, 845 N. Motel Blvd, Room 2-147, Las Cruces, NM, prior to July 19, 2011 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

2. **CLARIFICATIONS** - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Purchasing Manager in writing. Purchasing Manager contact information is Donald E. Bullard, 845 N Motel Blvd Room 2-147 Las Cruces, NM 88007, or [donb@donaanacounty.org](mailto:donb@donaanacounty.org). Offerors may contact ONLY the Purchasing Manager regarding the terminology stated in the procurements document. Other County employees do not have the authority to respond on behalf of the County.

2.1 Offerors Shall promptly notify the County Purchasing Manager of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum, No verbal responses shall be authoritative.

2.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

3. **SEALED ENVELOPES** - The envelope containing the completed request for proposal and literature must be marked "Request for Proposal – Engineering Services for Chaparral and DAC South Central Region #11-0057" and addressed as follows.

MAIL TO: Dona Ana County Purchasing Department  
845 N Motel Blvd, Room 2-147  
Las Cruces, NM 88007

OR: Hand-deliver your proposal to the office of the Purchasing Manager at the Dona Ana County Government Center, 845 N Motel Blvd., Room 2-147, Las Cruces, NM 88007.

4. **DEFINITIONS** - This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” means Dona Ana County

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

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

“Desirable” The terms “may”, “can”, “shall”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed by the County Management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Purchasing Manager and the Evaluation Committee for submission to Board of County Commission and/or County Manager for contract award that contains all written determinations resulting from the evaluation.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

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

“Offeror” or “Proposer” is any person, corporation, or partnership that chooses to submit a proposal or an offer.

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

“Purchasing Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of request for proposals.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

**5. EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

**6. IRREGULARITIES** - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

**7. COST** - All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

8. **NO OBLIGATION** - This procurement in no manner obligates Dona Ana County until a valid signed contract is executed.

9. **INCOMPLETE RESPONSES** - The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

10. **NEGOTIATIONS** - Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Proposer.

11. **COMPETITION** - In signing a contract with Doña Ana County the Contractor certifies that the Contactor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

12. **PROPOSAL DISCLOSERS** - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

12.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as 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.

13. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Dona Ana County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

14. **SOLE INTERPRETER** - Dona Ana County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

15. **RFP RESPONSES** - By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

16. **CONTACTS** - Offerors **MAY NOT** contact other Doña Ana County Departments, the Doña Ana County Manager or his staff, members of the Doña Ana County Board of County Commissioners or their staff, and any other Doña Ana County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request

regarding clarification of this procurement document shall be submitted to the Purchasing Manager in writing.

17. **CONTRACTS** - The contract between Dona Ana County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal including best and final offer will be incorporated into and become part of the contract.

17.1 Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. 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. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

17.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

18. **PROTESTS** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

18.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (13-1-173 NMSA 1978).

18.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

18.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

A. state the reasons for the action taken; and

B. inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

18.4 A copy of the determination issued under 13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

19. **"PIGGY BACK"** In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise

allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

20. **ACH TRANSACTIONS** – Vendors may be required to accept payment electronically through an Automated Clearing House (ACH) Transaction.

21. **GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

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

23. **COLLUSION** - No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

24. **APPROPRIATIONS** - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Dona Ana County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

25. **DEBARMENT & SUSPENSION** - The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

26. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

27. **PROPOSAL AWARD** -The County reserves the sole right to:

27.1 Determine responsible Proposers and responsive proposals.

a) Responsible Proposer: A Proposer who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Request for Proposal.

b) Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

27.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

28. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained

28.1 General Conditions

a) *For the duration of the contract* and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein. Any claims made coverages shall be maintained for two years after the substantial completion. All insurance shall be written to conform to the requirements below.

b) Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the Owner. The County reserves the right to request a copy of the Contractor's insurance policies.

28.2 The certificate of insurance shall reflect that:

a) All required insurance is in effect.

b) The county shall be an additional insured on the Contractor's general liability policy with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

c) The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d) The general liability insurance of the Contractor shall be primary insurance and any insurance or self-insurance of the County shall be excess and not contributory insurance.



e) If for any reason, any material change occurs in the coverage during the course of the contract, such change will not become effective until 30 days after the Owner has received written notice of such change.

28.3 Contractor shall obtain insurance of the types described below from an insurer with an A. M. Best rating of not less than A-VIII and authorized to do business in the State of New Mexico:

- a) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
- b) Workers' Compensation Insurance as required by the State.
- c) Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage.
- d) Professional Liability Insurance specific to the Contractor's profession.

28.4 Limits Required - Contractor shall maintain the following insurance limits:

- a) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- b) Workers' Compensation Insurance with limits as required by Statute.
- c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per accident.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

## **PROJECT DESCRIPTION**

Qualifications- based competitive sealed proposals for Engineering Services for Chaparral and the South Central Region will be received by Dona Ana County Purchasing Department. This proposal is to provide the County with engineering services for wastewater collection and treatment system for Chaparral, NM and the South Central Region Area. . The County intends to enter into a contract with one firm from date of contract execution until June 30, 2012, with up to three annual renewals.

## **RFP SCHEDULE**

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

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	County Purchasing	June 19, 2011
Submission of Proposal	Offeror	July 19, 2011
Selection of Finalists	Evaluation Committee	July 19, 2011
*Finalists Interviews	Evaluation Committee/Offeror	TBA
County Commission Approval	County Commissioners	August 9, 2011
Contract Negotiations	Evaluation Committee/Offeror	August 2011
Contract Execution	County and Contractor	August 15, 2011
*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews.		
<b>This schedule is subject to change. All offerors will be notified of schedule changes via e-mail, fax or US Mail.</b>		

## **SCOPE OF SERVICE**

Dona Ana County is requesting proposals for professional engineering services for the review and supplementation, as necessary, of existing engineering reports and plans, design, environmental studies and clearances, right-of –ways, and site acquisitions; environmental permits; projects administration and observation; start-up; and related activities for construction of wastewater collection and treatment system for Chaparral, NM and Dona Ana County South Central Region.

The project consists of the design, including necessary preliminary engineering reports, environments studies and clearances, rights-of-ways and site acquisition; environmental permits, projects administration, start-up; and related activities for construction of a wastewater collection and treatment system for the Community of Chaparral, NM. The project is expected to be multi-phased and is contingent upon the receipt of project funding by the County. The selected firm shall assist the County in acquisition of project funding and shall be responsible for the phased completion of the work as funding becomes available and is directed by the County. The scope of work of each phase of the project and compression selected consultant during and phase of the work and to contract with other firms as necessary for the completion of the project.

The offeror shall perform the following standard basic and additional services, including, but not limited to:

Engineers

- Preliminary Design Phase
- Final Design Phase
- Bidding and Negotiations Phase
- Construction Phase
- Operational Phase
- On-Site Construction Observation

Surveying Support

- Property Boundary Survey
- Topographic Survey
- Easement Survey
- Right-of Way Survey

The project shall be in general conformance with appropriate section of the Wastewater Collection and Treatment System Facility Plan For The Community of Chaparral, New Mexico completed in 2002. Documents are available for review at the DAC County Utility Department.

The project shall be phased as necessary to meet funding constraints. The work components shall be as required for the New Mexico Environmental Department, the Rural Utilities Service/USDA, and/or other involved state and federal agencies.

All work produced as part of this request shall be the property of Dona Ana County, unless expressly agreed upon otherwise, and Dona Ana shall have full right to the use of said work.

**SUBMITTAL REQUIREMENTS**

A. Letter of transmittal, which includes the following information:

- a) Name, address and telephone/FAX number of business;
- b) Name of the primary contact.
- c) Authorized signature and title of offeror.
- d) Date of proposal; and,
- e) Statement that the offeror has the ability to provide the services requested and will

comply with the contract terms and conditions set forth in this Request for Proposal, if awarded a contract.

B. Introduction and Background – Overview of current and prior experience in work comparable to the scope of services required in this request for proposals. Include years of experience providing Engineering Services for similar institutions of comparable size and complexity. Demonstrate firm’s ability to act in this capacity for the County, demonstrate industry performance indicating the ability of offeror to perform the required services in a timely, effective and efficient manner; capability to handle proposed workload.

C. Qualifications of Principal Personnel – Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Indication of special skills or strengths of key personnel should be submitted, if applicable. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team. Include all areas of work that is to be performed by the subcontractor(s).

D. References: Include a list of three (3) client references, names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Dona Ana County Personnel.

E. Response and Approach to requested Scope of Services – Provide an in-depth response to the requested Scope of Services with an itemized description of services to be offered and an indication of capabilities to provide these services. Any services that cannot be provided as required should be noted. The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

F. Other supporting or resource material.

G. One (1) original and (4) four copies of the proposal shall be submitted. Proposal shall be limited to a maximum of 40 pages including title, index, not including front and back covers and shall be typewritten on standard 8 ½” x 11” paper and bound on the left-hand margin.

### **METHOD OF AWARD**

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors defined herein. Failure of the Offeror to provide any information requested in the Request for Proposals may result in disqualification of the proposal and shall be the sole responsibility of the Offeror.

The County is anticipating a single source award, however, the County reserves the right to award a multiple source award if it is determined to be in the best interest of the County in accordance with 13-1-153 NMSA 1978, and is to be awarded to the Offeror(s) having submitted the proposal(s) determined to be in the best interest of the County. The selection committee *may* interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews.

The County shall enter into contract negotiations with the highest qualified business for the services contemplated under this RFP at compensation determined to be fair and reasonable. In making this decision, the County shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services. Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County shall then undertake negotiations with the second most qualified business and so on.

**EVALUATION**

	<b>Possible Points</b>	<b>Points This RFP</b>
<p><b><u>Specialized Design and Technical Competence</u></b></p> <p>Vision/mission and business philosophy            Brief history of firm in New Mexico            Specific examples of best practices utilized by firm            List all design consultants and how they provide value to firm            Examples of highly successful aspects of projects, completed by Office submitting this proposal            Firm’s ability to incorporate energy conserving and sustainable measures into project design.            Firms approach to project cost estimating.</p>	<b>300</b>	
<p><b><u>Capacity and Capability</u></b></p> <p>Information regarding firms past capability to meet schedules, meet Budget and meet project administration requirements.            Indicate key personnel to be assigned to County projects, their specific roles, experience, and background.            Include any specialized services this firm can provide to County.</p>	<b>300</b>	
<p><b><u>Past Record of Performance</u></b></p> <p>Information on last five (5) completed construction projects to include owners, project budget, final cost estimate, bid price including accepted alternates, total number and cost of change order.            Information on these projects showing owners schedule compared to actual project schedule.            Please explain any project difficulties and how the offeror handled these issues.            Please explain control of costs, quality of work and ability to meet schedules.</p>	<b>250</b>	
<p><b><u>Proximity to or Familiarity with location</u></b></p> <p>Indicate previous projects completed in Dona Ana County or vicinity, including references.</p>	<b>50</b>	
<p><b><u>Amount of Work to be completed in New Mexico</u></b></p> <p>Indicate the volume of work to be produced by New Mexico Firms, using New Mexico based employees on this project. Indicate the number of New Mexico based employees that will be part of the Project Team for Dona Ana County.</p>	<b>50</b>	
<p><b><u>Volume of Work Previously Done</u></b></p> <p>Firms should indicate the volume of work they currently have underway with the County that is less than 75 percent complete.</p>	<b>50</b>	
<p><b>Total Available Points</b></p>	<b><u>1000</u></b>	

*Note: For ease of evaluation, proposals should be formatted in the order as listed above.*

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: The current DAC Board of County Commissioners  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

---

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative    Signature of Authorized Representative    Date

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )

County OF \_\_\_\_\_ )

\_\_\_\_\_ (name) being first duly sworn, deposes and says

that he/she is (title) \_\_\_\_\_

of (organization) \_\_\_\_\_

who submits herewith to the County of Dona Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Dona Ana, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Dona Ana, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires:

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions since January 1, 2010, to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments	_____	_____

\_\_\_\_\_

\_\_\_\_\_

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

4. At any time during 2010, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

PROPOSAL CHECKLIST  
DONA ANA COUNTY / PURCHASING DEPARTMENT

Did You:

- ☞ Include One (1) original and (4) four copies of the proposal
  - ☞ Sign and notarize the “Non-Collusion Affidavit” form.
  - ☞ Sign the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” form.
  - ☞ Fill Out and Sign The Related Party Disclosure Form
  - ☞ Fill Out and Sign The Campaign Contribution Form
  - ☞ Include a List of clients of similar projects and 3 References
  - ☞ Acknowledge all addenda
  - ☞ Review all clarifications/questions/answers
  - ☞ Deliver your sealed proposal to Dona Ana County Purchasing Department, County Government Building Room 2-147 (Second Floor) located at 845 N Motel Blvd, Las Cruces, New Mexico 88007 before July 19, 2011 at 2:00 pm (local time).
  - ☞ Clearly mark your proposal with **DAC 11-0057** – Engineering Services for Chaparral and DAC South Central Region on the front of the envelope.
- \* If not completed as required, your proposal may be deem non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal.

SAMPLE CONTRACT - FOR REVIEW ONLY

CONTRACT # \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**DOÑA ANA COUNTY CONTRACT FOR GOODS AND SERVICES**

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

**Contractor Legal Name:** \_\_\_\_\_

**Services Summary Description:** \_\_\_\_\_

**Initial Period of Performance shall be through:** \_\_\_\_\_

**Pre-GRT, Total Annual Charges to this contract may not exceed:** \_\_\_\_\_

This Contract complies with New Mexico and County procurement requirements as follows:

- RFP # \_\_\_\_\_,  Under \$50,000/yr **or**  BOCC approval date \_\_\_\_\_
- Bid # \_\_\_\_\_,  Under \$50,000/yr **or**  BOCC approval date \_\_\_\_\_
- "Qualified" Professional Service, Under \$50,000 annually. Qualifications attached.
- Three Written Quotes under \$20,000 annually.  Quotes under \$3,000 annually.
- Other: Revenue; non-financial MOA; or \_\_\_\_\_

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

**NOTICES:** All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street:	Street:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:** For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an “as needed” basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

**ARTICLE 2 - CONTRACT DOCUMENTS:** The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor’s responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County’s solicitation documents, and the Contractor’s response to the solicitation, in that order, shall control the interpretation of the parties’ respective rights and obligations.

**ARTICLE 3 - PERIOD OF PERFORMANCE:** The period of performance of this Contract shall commence     N/A     **or date of last signature, whichever is later**, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to     3 (three)     additional years, not to exceed a total of     4 (four)     years.

**ARTICLE 4 - PLACE OF PERFORMANCE:** The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

**ARTICLE 5 - COST AND PAYMENT:** The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in “Notices” above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS:** This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 8 - BINDING EFFECT OF CONTRACT:** Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW:** This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION:** Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 11 - CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

**ARTICLE 13 - HIPAA COMPLIANCE:** As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

**ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**  
**Non-Governmental Entity** The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the

term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments.

**ARTICLE 15 - INDEPENDENT CONTRACTOR:** Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

**ARTICLE 16 - INSURANCE:** For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

**Required Insurance:** As specified in the **RFP, BID documents or Attachment A.**

**ARTICLE 17 - KEY PERSONNEL:** The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

**ARTICLE 18 - MEDIATION:** In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

**ARTICLE 19 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or



otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 20 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 21 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 22 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 23 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

**ARTICLE 24 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 25 - PROPRIETARY INFORMATION:** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 26 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

**ARTICLE 27 - RELEASE:** The Contractor, upon final payment of amounts due under this

Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 28 - SEVERABILITY:** If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

**ARTICLE 29 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**Governmental Entity:** By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**ARTICLE 30 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

**ARTICLE 31 - TERMINATION:** The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 32 - THIRD PARTY BENEFICIARY:** It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not

a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 33 - WAIVER:** Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**ARTICLE 34 - DUPLICATE ORIGINALS:** This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

**SIGNATURES:**

**IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.**

**DOÑA ANA COUNTY:**

\_\_\_\_\_  
 Brian D. Haines  
 County Manager

\_\_\_\_\_  
 \_\_\_\_\_  
 Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

Contractor's NM Taxation and Revenue Department ID Number: \_\_\_\_\_

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B - Cost per Unit Service			Required all Contracts
Attachment C - Contribution Disclosure			Required all Contracts
Attachment D - Related Party Disclosure			Required all Contracts
Attachment E - Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G - Insurance Certificates			By Attachment A Specifications
Attachment H - - Resume(s), Curricula Vitae - Business License(s) - Professional License(s)			- Required Professional Service contracts - Required all contracts - Required by type of contract
Attachment I - Sole Source Approval			Purchasing Dept. Issues
Attachment J - Other			

# ATTACHMENT A

*(NAME OF CONTRACTOR)*

## INSURANCE, SCOPE OF SERVICES, ADDITIONAL AGREEMENTS

- Use “Save As” to name your new Document to your own file
- Delete all items in “Blue” when you have completed your entries

**I. INSURANCE:** *(Purchasing will determine requirements)*

**II. SCOPE OF SERVICES:**

**A. In one sentence, summarize WHAT is being procured in this contract:**

**WHAT (detailed) is being procured?** *If procuring multiple items or services, list them separately. Each of these items or services should logically address items listed in “Why”, below and be included in the “Unit Value of Service” described in Attachment B. Name the item or service and provide a complete description. (Samples: a) If this is a classroom training program, provide an overview of the program including its curriculum, course objectives, hours to complete, etc. b) If this is a direct service such as medical appointment, dental visit, specify each service separately below with description of what will be included in the service provided.)*

- 1.
- 2.
- 3.

**B. WHY is this service or item is being purchased?** *Staff must describe the current situation that creates a need for this procurement and how services provided by an outside contractor are anticipated to meet that need. This section is specifically tied to Section E. (Evaluation), below.*

- 1.
- 2.
- 3.

**C. WHEN will the services or items to be delivered?**

*In chronological order, explain the planned sequence of events (Steps) for delivery of the services or items named in A, above. This should provide the reader with a picture of how activities will take place and how the overall project will come together. Provide delivery (sequence of events) information for each item or service identified in “A – What”, above. Samples: a) If this is a dental visit, detail the process from setting appointment to final billing for the dental visit. b) If this is a classroom training program, describe how the curriculum is expected to be delivered under this contract. (i.e. the full curricula is 24 hours of instruction which will be taught 2 hours per week over 12 weeks. It is anticipated that at least 40 youth will complete the course.)*

- 1.

- 2.
- 3.

**D. HOW will the delivery of services described in WHAT, above, be documented?**

List in chronological order specific deliverables and delivery timeframes that respond to each of the items listed in “A – WHAT” above. There should be **at least one measurable outcome for each type of item or service**. This “deliverable” information should be sufficiently detailed to monitor the overall contract performance. *Adjust the below table as needed to fit the specific contract.*

Item “A” Reference	Required Measurements of Attainment	Due Date(s)
1. <i>Sample: Classroom training on Pregnancy Prevention</i>	1.a. Class rosters for each class with number of students, length of class, name of teacher, age-group, signed by school representative 1.b. Samples of materials presented 1.c. Schedules of classes 1.d. Invoices specifying # of students reached during the month times the Unit Price per student per Attachment B 1.e. Completed evaluations from students	1.a. – 1.e. 15 <sup>th</sup> of each month following contract execution until termed.
2. <i>Sample: Medical Visit</i>	2.a. Report with required information per specifications. 2.b. Invoices with required information and billing detail per contract agreement (Attachment B)	2.a. – 2.b. 15 <sup>th</sup> of each month following contract execution until termed

**E. Describe how the contract will be EVALUATED to determine if objectives in “B - WHY”, above were attained?**

1. Name the staff positions and qualifications to conduct the evaluation of this contract? (*Note: An evaluator may not be the person who authorized this procurement nor the individual who approves payment*)
2. Describe in measurable detail the evaluation criteria to be used to demonstrate that the need identified in Section B (WHY) was satisfactorily addressed by the Contractor’s services.
3. When and how will the contract evaluation and recommendations be compiled and distributed?

**III. ADDITIONAL AGREEMENTS (*This section is used to specify Purchasing approved modifications to clauses in Section I or other items approved for the contract*).**

A. Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

B. "PIGGY BACK" In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

C. Any additional agreements, not included in this document, will be agreed to by written amendment executed by all parties.

## ATTACHMENT B

*(NAME OF CONTRACTOR)*

### TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE OR GOODS

**DELETE all items in “Blue” when you have completed your entries**

**I. TOTAL CONTRACT NOT TO EXCEED \$ \_\_\_\_\_.** *(Specify Annually, During the Term of this Contract or Other)*

**II. PAYMENT SCHEDULE**

**Payments will be made in accordance with Article 4 – Section I of this Agreement.**  
(Purchasing Department must approve any other financial agreements in advance)

**III. COST PER UNIT OF SERVICE OR GOOD(S) PROCURED:**

*The Unit of Service OR Goods should be clearly defined and easy to measure. The Unit and the Value of that Unit should be based on an objective analysis - not on the contractor’s “budget”. Public Procurement minimally requires that goods and services be the **Best Product at the Best Price.***

*The following CHART is a sample of how to prepare a cost proposal for a Unit of Service Procured. The process to establish the Value of the Unit of Service must be fully supported in Section III. B., below. If the Contractor receives funding from another source toward the cost of a service, the Unit Value paid (or credited) by the County must be reduced by the amount of that other funding. As applicable, the Contractor must certify that it receives no other funding for a particular service.*

**DELETE all items in blue as you complete the chart below**

**A. COMPLETE THE INFORMATION FOR EACH SERVICE / ITEM TO BE PROVIDED BY THE CONTRACTOR:**

**B.**

Service Description (List each Service)	Unit Value of Service per Person	Units of Service to Be Provided	Total Annual Value
1. <i>Sample:</i> Classroom Training for Junior High Students on Pregnancy Prevention	<b>\$ 20.00</b> <i>per student completed minus \$5 Title III and State reimbursement per student = \$15 per student completed</i>	<b>40 Students</b>	<b>Total Annual Net Value:</b>  \$15 per Student X 40 Students =  <b>\$ 600</b>
2. <i>Sample:</i> Medical Visits @ Medicaid rate	<b>Estimated Average Medicaid rate for Medical Visit = \$95</b>	<b>1,000 Medical Visits</b>	<b>Total Annual Value:</b>  \$95 Ave. per medical visit X 1,000 visits =

	Contractor Certifies it receives no additional funding for this visit. Initial _____		<b><u>\$ 95,000</u></b>
<b>TOTAL VALUE</b>			<b>\$ 97,600</b>

**B. JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.**

*Provide an explanation of how the Unit Value of Service was established for each of the Service Items above. Justification examples include, but are not limited to a) Quotes from other vendors for same service or product, b) Historical Data, c) Documented Labor Market Wage rate information, d) Valuation based on market analysis.*

**It is understood and agreed that the values for Units of Service in this Agreement are only for the contracted Period of Performance. All Unit of Service Valuations are subject, at any time, to review by the County and standardization for similar services based on historical data.**

**DELETE all Sample items in blue as you complete the chart below**

<b>Service Description (List each Service)</b>	<b>Justification for Unit of Service Valuation</b>
<b>1. Sample:</b> Pregnancy Prevention Classroom Training	<b>1.</b> A market evaluation from 4 providers in S. NM was conducted and the proposed Unit of Service Valuation reflects an average rate from those 4 providers. (List the providers surveyed)
<b>2. Sample:</b> Medical Visit	<b>2.</b> Medicaid rates for a standard series of 3 visits during a year, new, returning and typical tests were totaled and averaged to achieve the proposed Average Medicaid Rate per Medical visit.



**ATTACHMENT C**  
**CAMPAIGN CONTRIBUTION DISCLOSURE**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234. any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

# ATTACHMENT D RELATED PARTY DISCLOSURE

## Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions since January 1, 2008, to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments	_____	_____

\_\_\_\_\_  
\_\_\_\_\_

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

4. At any time during 2008, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

**ATTACHMENT E**  
**DEBARMENT CERTIFICATION**

**Certification Regarding**  
**Debarment, Suspension, and Other Responsibility Matters**

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The \_\_\_\_\_ prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

**ATTACHMENT F  
NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
County OF \_\_\_\_\_ ) SS:  
\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, (title)  
who submits herewith to the County of Dona Ana, a proposal:

That all statement of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Dona Ana, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to nay individual of group of individuals, except that County of Dona Ana, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ATTACHMENT G**  
**INSURANCE CERTIFICATES**  
**(Attach certificates, as required behind this page)**

**See Attachment A. I. for requirements**

## **ATTACHMENT H**

**Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:**

- 1. Current Business License**
- 2. Key Staff Curricula Vitae / Resumes**
- 3. Professional Registrations**
- 4. Professional Licenses**

**ATTACHMENT I**  
**ATTACH PROCUREMENT DOCUMENTATION**

**Check One**

- \_\_\_\_\_ **Professional Service Determination** (Purchasing Issues)
- \_\_\_\_\_ **Sole Source Determination** (Purchasing Issues)
- \_\_\_\_\_ **Written Quotes** (Department Provides)
- \_\_\_\_\_ **RFP #** (See Page 1 Section I)
- \_\_\_\_\_ **Bid #** (See Page 1, Section I)
- \_\_\_\_\_ **Other** (Specify and attach documentation such as GSA Contract, CES, WSCA, etc.)



## ATTACHMENT J - OTHER