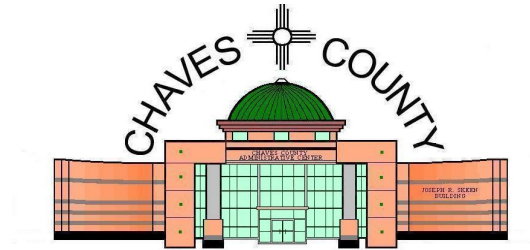


THIS DOCUMENT CANNOT BE RE-DISTRIBUTED OR SOLD WITHOUT THE CONSENT OF THE CHAVES COUNTY PURCHASING DIRECTOR. IF YOU HAVE OBTAINED THIS DOCUMENT FROM A SOURCE OTHER THAN THE NM E-PROCUREMENT SYSTEM (BIDNET) OR DIRECTLY FROM CHAVES COUNTY, PLEASE CONTACT THE CHAVES COUNTY PURCHASING DIRECTOR IMMEDIATELY AT 575-624-6615 TO ENSURE YOU HAVE RECEIVED ALL DOCUMENTS RELATED TO THIS SOLICITATION. FAILURE TO COMPLY WITH THIS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

CHAVES COUNTY GOVERNMENT



REQUEST FOR PROPOSALS

RFP-16-2

Commodity:

DENTAL BENEFITS FOR CHAVES COUNTY EMPLOYEES

Contracting Agency: Chaves County

Address: #1 St. Mary's Place, P.O. Box 1817

Roswell, NM 88203 (P.O.B. 88202-1817)

Telephone: (575) 624-6615

Fax: (575) 624-6631

Issue Date: 2016

Purchasing Director: Sandra Rodriguez

E-mail: purchasing@co.chaves.nm.us

Web Address: www.co.chaves.nm.us/248/Current-Bid-Opportunities

CHAVES COUNTY REQUEST FOR PROPOSALS

RFP-16-2
DENTAL BENEFITS FOR CHAVES COUNTY EMPLOYEES

The Board of Chaves County Commissioners is requesting qualification-based competitive sealed proposals for DENTAL BENEFITS. Proposals will be accepted until opening at 2:00 P.M. Mountain Standard Time, May 25, 2016. Proposals must be submitted electronically via the Chaves County Public Portal (reference #3 under Instructions to Offerors in this RFP packet). At that time, proposals will be publicly opened and Offeror's names disclosed. Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the Board of Chaves County Commissioners based on the highest ranking offer in regard to specific criteria outlined in this Request for Proposals. Chaves County reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the County.

IMPORTANT:
PROPOSALS DUE MAY 25, 2016 AT 2:00 PM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY ONLINE VIA THE CHAVES COUNTY PUBLIC PORTAL. REFERENCE #3 UNDER INSTRUCTIONS TO OFFERORS IN THIS RFP PACKET FOR SUBMITTAL INFORMATION AND INSTRUCTIONS.

THE RFP NUMBER AND THE OFFEROR'S NAME AND ADDRESS MUST APPEAR CLEARLY ON THE COVER OR TITLE PAGE OF ALL PROPOSALS.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PURCHASING OFFICE IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

Sandra Rodriguez
Chaves County Purchasing Director
Phone: (575) 624-6615 Fax (575) 624-6631
E-mail: purchasing@co.chaves.nm.us

Are you on our "bid list"?

Information Regarding Accessing Chaves County Bids and Requests for Proposals (RFPs)

Would you like to have full access to all Chaves County Bid opportunities? Would it be convenient for you to have automatic notification when Chaves County or other public agencies issue solicitations for products or services that you offer? Chaves County posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register. Our main registration site is listed below or you can go to the County's website at www.chaves.nm.us and click on the "Active Bids and RFPs" link toward the bottom of the page to access the sites available.



The **New Mexico Purchasing Group** offers viewing and downloading of all Chaves County Bids and most Request for Proposals (RFPs), as well as for many other public agencies throughout New Mexico, **free of charge**. Automatic notification services and access to term contracts are also available.

www.newmexicobidsystem.com

We look forward to your participation!

CHAVES COUNTY
REQUEST FOR PROPOSALS # RFP-16-2
DENTAL BENEFITS FOR CHAVES COUNTY EMPLOYEES

GENERAL CONDITIONS

1. The Board of Chaves County Commissioners reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal which in its judgment is most suitable and advantageous to the County.
2. Payment Terms: **Payment by Credit Card (Visa) is the preferred method of payment for Chaves County.** Otherwise, a Purchase Order will be issued, and payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on proposal form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Chaves County Finance Department at #1 St. Mary's Place, PO Box 1597, Roswell, NM 88202-1597.
3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. ***This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal.***
4. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Director prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provisions of this proposal except as authorized by the Purchasing Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
5. The terms and conditions outlined in the Request for Proposals, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions. Chaves County will consider options other than requested. Please note alternative options separately so that they are easily identifiable.
6. The contents of the proposal submitted by the successful respondent of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

GENERAL CONDITIONS CONTINUED:

7. **Any pages marked “PROPOSAL FORM” included in this request for proposals packet shall be completed and submitted as part of the proposal.**
8. Addenda: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Chaves County Purchasing Director in the form of written addenda. The offeror shall acknowledge each addendum on the Information Form contained in this RFP packet. Verbal responses and/or representation is not acceptable.
9. The successful offeror expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
10. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In additions, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.
11. Procedure: Proposals will be reviewed by a Selection Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). A recommendation will be taken before the Chaves County Commissioners for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Chaves County.
12. Method of award: Award will be made to the offeror whose proposal is determined to be most professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the prices offered will be considered firm and cannot be altered after receipt of proposals.
13. The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but that demonstrates the best ability to fulfill the requirements of the request for proposals.
14. The successful offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Chaves County. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.

GENERAL CONDITIONS CONTINUED:

15. Successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
16. Late proposals will not be accepted. The public portal will cease to allow uploads at the deadline date and time specified in the RFP packet.
17. Proposals that do not meet the requirements set forth may be considered non-responsive.
18. All proposals submitted shall be binding upon the respondent for sixty (60) calendar days of the proposal submission date.
19. The County reserves the right to negotiate any and all elements of this RFP.
20. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
21. All practices, materials, supplies and equipment shall comply with the Federal Occupations Safety and Health Act, as well as any pertinent Federal, State and/or Local codes, laws and regulations.
22. Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title, or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.
23. The County, or any of its agencies, reserves the right to refuse to hold harmless or indemnify any respondent for any liability whatsoever.
24. Non-collusion: Vendors, by submitting a signed proposal or proposal, certify that the accompanying proposal or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
25. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
26. This proposal is available for use by all Chaves County departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
27. Chaves County reserves the right to reject any proposals from any offeror who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from an offeror who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County

GENERAL CONDITIONS CONTINUED:

28. If a vendor to whom a contract is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, Chaves County may, in its discretion, suspend the contractor for a period of time from entering into any contracts with Chaves County.
29. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposals, or subsequent contract or purchase order, must be brought in the Fifth Judicial District in and for Chaves County, State of New Mexico, and each party shall pay its own costs and attorney fees.
30. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whichever is deemed in the best interest of Chaves County.
31. Certificates of Insurance – The County shall be named as an additional insured on all policies. In addition, all policies shall include cross liability provisions. Workers’ Compensation coverage shall include a waiver of subrogation in favor of the County. The successful offeror shall provide the County with all certificates of insurance upon receipt of written notification of award and prior to the execution of any contract documents.
32. **INSURANCE REQUIREMENTS:**
 - A. Offeror agrees to protect, defend, indemnify, and hold harmless Chaves County and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claim for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Offeror. Offeror’s obligation to protect, defend, indemnify, and hold harmless, as set forth herein above, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Offeror further agrees to protect, defend, indemnify, and hold harmless the County and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers’ Compensation Act arising out of injuries sustained by any employee of the Offeror.
 - B. Offeror’s Commercial General Liability Insurance – Offeror shall purchase and maintain such insurance as well protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Offeror’s operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by an of them or for whose acts any of them may be legally liable. The insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in this Request for Proposals, Contract Documents or required by law, whichever is greater. Insurance must include coverages for independent contractors, products/completed operations, contractual liability, broad form property damage and personal injury.

GENERAL CONDITIONS CONTINUED:

- C. Offeror's Workers' compensation and Employer's Liability Coverage – The Offeror shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Offeror shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with the New Mexico laws and regulations. Such insurance shall include coverage permitted under Section 52-1-10 N.M.S.A. 1978 for safety devices. If the Offeror elects to be self-insured, he shall comply with the applicable requirements of the law. If any portion of the work is to be sublet, the Offeror shall require the Subcontractor similarly to provide such coverage (or quality as a self-insured) for all the latter's employees to be engaged in such work. The County, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Offeror to comply with the provisions of this paragraph.

If any class of employee is not protected under the Worker's Compensation Statute, the Offeror shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the County against any claims resulting from injuries to and death of workers engaged in work under this contract.

- D. Coverage limits – Insurance coverage limits required to be carried by the Offeror under this Section shall be as follows:
- 1) Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or Combined Single Limit Coverage of \$100,000.
 - 2) Offeror's Workers' Compensation – coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the New Mexico Tort Claims Act or \$100,000.
- E. Increased Limits – If, during the term of the Agreement, the County requires the Offeror to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Offeror's compensation will be made.
- F. Certificates of Insurance – The County shall be named as an additional insured on all policies. In addition, all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the County. The successful offeror shall provide the County with all certificates of insurance upon receipt of written notification of award and prior to the execution of any contract documents.

GENERAL CONDITIONS CONTINUED:

G. Additional Bonds and Insurance – Prior to delivery of the executed Agreement by the County to the Offeror, the County may require the Offeror to furnish such bonds and additional insurance, in such form and with such sureties or insurers, as the County may require. If such other bonds or other insurance are specified by written instruction given prior to the opening of bids, the premiums shall be paid by the Offeror; if subsequent thereto, they shall be paid by the County (except as otherwise provided).

33. It is the responsibility of the offeror to ensure that any addenda issued for this Request for Proposals have been received prior to submitting a proposal. The County guarantees that addenda will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original RFP packet was not obtained as directed. (See disclosure statement at the top of the front cover page). Addenda are automatically posted on the bid distribution sites used by the County, please refer to the page titled “Are you on our bid list?” included in this RFP. Registration will guarantee you have access to and /or automatically receive all addenda.

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1 Addendum: a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2 Consultant: means the Successful Offeror awarded the Agreement/Contract.
- 1.3 Determination: means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§12-1-52 NMSA 1978).
- 1.4 Offeror: any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- 1.5 Procurement Manager/Purchasing Director: means the person authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals. (In regards to this RFP, the Procurement Manager is the Chaves County Purchasing Director.)
- 1.6 Request for Proposals: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 1.7 Responsible Offeror or Proposer: means an offeror or 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 services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8 Responsive Offer or Proposal: means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements. (§ 13-1-85 NMSA 1978).
- 1.9 The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- 1.10 The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

INSTRUCTIONS TO OFFERORS CONTINUED:

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 Copies of Request for Proposals

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).
- B. A complete set of the Request for Proposals shall be referred to when preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The Contracting Agency, in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP notice shall be posted and made available for public inspection.

2.2 Interpretations

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Chaves County Purchasing Director in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

2.3 Addenda

- A. Addenda will be distributed to all who are known by the Contracting Agency to have received a complete set of Request for Proposals. Addenda may be mailed by certified mail with return receipt requested, electronically posted and distributed, emailed, faxed or hand delivered.
- B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- D. Each offeror shall ascertain, prior to submitting the Proposal, that the offeror has received all Addenda issued, and shall acknowledge their receipt on the Proposal Form included in the packet.

INSTRUCTIONS TO OFFERORS CONTINUED:

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 Proposals shall be submitted electronically online via Chaves County's Public Portal.

3.2 Proposals shall be a maximum of 50 (fifty) pages, not including cover/title page or proposal forms.

3.3 The proposals shall be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

1. Cover letter
2. Written response and information regarding each of the items listed under Format of Proposals of this RFP packet.
3. Additional information and response to all items (not previously included under #2) listed under Evaluation Criteria in this RFP packet.
4. Any additional pertinent information.
5. All proposal forms contained in this RFP packet.

3.4 Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

3.5 Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

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

3.7 Subconsultants

- A. The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.8 Proposal Submission Instructions – Follow these instructions to submit via our Public Portal:

- A. Prepare your submission materials:

Requested Information:

Name	Type	Requirement
Proposal	File Type: PDF (.pdf)	Required

Requested Documents:

Please note that only ONE (1) file can be uploaded for each Requested Document above. If you upload more than one file into the same slot, the previous file will be overwritten. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

B. Upload your submission at:

<http://chaves.bonfirehub.com/opportunities/1285>

Your submission must be uploaded prior to the Closing Time of **May 25th 2016, 2:00 PM MDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

C. Important Notes:

- Each item of Requested Information is instantly sealed and will only be visible by Chaves County after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Each Requested Document has a maximum size of 100MB. Any Requested Document exceeding this limit will not be accepted.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. **Javascript must be enabled and Adobe Flash Player version 9+ installed.**

D. Need Help?

Chaves County uses a Bonfire portal for accepting and evaluating proposals digitally. Please e-mail Bonfire at Support@GoBonfire.com for technical questions related to your submission or visit their help forum at <https://bonfirehub.zendesk.com/hc>

- 3.9 The system will only allow submissions to be uploaded until the date and time of opening. After that no uploads will be allowed.
- 3.10 A proposal containing a mistake discovered before RFP opening may be modified and reposted or withdrawn by an Offeror prior to the time set for proposal opening. Offerors may modify and re-post any submissions online up until the date and time of opening.
- 3.11 The Offeror shall assume full responsibility for timely posting of proposals on the County's portal.

INSTRUCTIONS TO OFFERORS CONTINUED:

3.12 Hard copy, oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.13 Notice of Contract Requirement Binding on Offeror A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of these Request for Proposals.

B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.14 Rejection of Cancellation of Proposals

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, which it is in the best interest of the Contracting Agency. A determination containing the reasons therefor shall be made part of the project file (§ 13-1-131-NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1 Receipt, Opening and Recording

A. Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§ 13-1-120 NMSA 1978). The contents of any proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-132 NMSA 1978).

4.2 Proposal Evaluation

A. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

- 1) acceptable,
- 2) potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

INSTRUCTIONS TO OFFERORS CONTINUED:

- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Director/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).

- D. Selection Process: (§13-1-120 NMSA 1978)
 - 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three business in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

 - 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
 - a) rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
 - b) recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

- 4.3 Negotiations (§13-1-122 NMSA 1978)
 - A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP a compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

 - B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

 - C. The designee shall then undertake negotiations with the third most qualified business.

 - D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional business shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

INSTRUCTIONS TO OFFERORS CONTINUED:

E. The Contracting Agency shall publicly announce the business selected for award.

4.4 Notice of Award

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1 Protests

A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Chaves County Purchasing Director in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

B. In the event of a timely protest under this section, the Purchasing Director and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Director makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

C. The Purchasing Director 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).

D. The Purchasing Director shall promptly issue a determination relating to the protest. The determination shall:
1) state the reasons for the action taken; and
2) inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

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

5.2 Execution and Approval of Agreement

The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3 Notice to Proceed

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

INSTRUCTIONS TO OFFERORS CONTINUED:

5.4 Offeror's Qualification Statement

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978).

SCOPE OF WORK

Chaves County is inviting proposals for Dental Benefits for Chaves County Employees. The County is currently self-funded and is primarily interested in proposals for a self-funded, fee for service, plan. The plan will cover approximately 270 employees. It is anticipated that a one year contract, with the option to renew for up to three (3) additional one year terms, will be executed with the successful offeror. Offerors shall respond to the best of their ability. A claims history from January 2015 to December 2015 is included as Supplement "A" of this packet.

SPECIFIC CONDITIONS

1. Proposals shall be received by May 25, 2016 at 2:00 p.m. Mountain Time. Late proposals will not be allowed.
2. Offeror shall submit their proposal documents online via Chaves County's Public Portal. Please reference section 3 under General Conditions of this RFP packet for instructions and information regarding submission.
3. The initial term of this professional services contract is for the period July 1, 2016 to June 30, 2017. The contract may be extended annually thereafter for up to three (3) additional one (1) year terms. Total contract may not exceed four (4) years. This is subject to County and/or Commission approval, formal yearly reviews demonstrating satisfactory performance, and annual negotiation of scope of work and cost. Renewals will usually occur automatically, unless written notification is requested, or upon either party submitting written intent of non-renewal.

FORMAT OF PROPOSALS

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

1. Response to how usual, customary and reasonable dental charges are determined
2. Listing of participating local dentists
3. Provision of diagnostic & preventative services
4. Provision of basic services, including restorative, oral surgery, endodontic and periodontic
5. Provision of major services, including prosthodontics
6. Response to deductible and maximum expenses
7. Provision of crowns and cast restorations.

EVALUATION FACTORS

The following are major evaluation factors and will be used in the consideration of all proposals submitted:

1. Response to how usual, customary and reasonable dental charges are determined
2. Listing of participating local dentists
3. Provision of diagnostic & preventative services
4. Provision of basic services, including restorative, oral surgery, endodontic and periodontic
373548928. Provision of major services, including prosthodontics
6. Response to deductible and maximum expenses
7. Provision of crowns and cast restorations.
8. Structure of policy on pre-existing conditions, optional services, pre-determinations, eligibility and limitations.
9. Response to Compliance with Health Insurance Portability and Accountability Act (HIPAA).

FACTORS FOR EVALUATION

All proposals will be evaluated on a 100 point scale as follows:

Total Possible Points	Criteria
1.	10 Response to how usual, customary and reasonable dental charges are determined
2.	20 Listing of participating local dentists
3.	15 Provision of diagnostic & preventative services
4.	5 Provision of basic services, including restorative, oral surgery, endodontic and periodontic
5.	5 Provision of major services, including prosthodontics
6.	5 Response to deductible and maximum expenses
7.	5 Provision of crowns and cast restorations.
8.	5 Structure of policy on pre-existing conditions, optional services, pre-determinations, eligibility and limitations.
9.	10 Response to HIPAA compliance
10.	20 Cost – detail all administrative and ancillary costs applicable under the services offered.

100 Total Points Possible

PROPOSAL FORM

RFP-16-2 DENTAL BENEFITS FOR CHAVES COUNTY EMPLOYEES

This page and all others marked "Proposal Form" shall be completed and submitted with proposal.

VENDOR CERTIFICATION INFORMATION

By signing this page and submitting a proposal, offeror hereby agrees that they have read and understand all terms, conditions and requirements set forth in this RFP.

Signature

Printed Name & Title

Firm Name

Mailing Address

City/State/Zip

Phone/Fax Number(s)

E-mail Address (If applicable)

Addenda acknowledgement (if applicable):

Addendum No. _____; Date _____; Initials _____

Addendum No. _____; Date _____; Initials _____

Addendum No. _____; Date _____; Initials _____

Statement of Non-Discrimination: _____ does not discriminate

Company

on the basis of color, national origin, sex, religion, age or disabled status in employment of the provision of services.

Signature

Date

PROPOSAL FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body 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 (2) years prior to the date the contractor signs the contract, if the aggregate total 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 (\$250.00) over the two (2) year period.

ANY PROSPECTIVE CONTRACTOR MUST FILE THIS FORM 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 un-reimbursed travel or other personal expenses of an individuals who volunteer a portion or all of their time in 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.

“Contract” means any Agreement for the procurement of items of tangible personal property, services, professional services or construction.

“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 to 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 Contributions: _____

Nature of Contributions(s): _____ Purpose of Contributions(s): _____

Signature, Title, Date

--OR--

NO CONTRIBUTION(S) IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature, Title, Date

PROPOSAL FORM

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Provide an explanation for Yes answers in the space provided.

1. Are you or is any member of your immediate family* an employee of Chaves County or elected or appointed to a committee, board, subcommittee, or council under the direction of Chaves County? Yes No

2. Do you or any member of your immediate family have a direct or indirect interest in a business that supplies property, goods or services to Chaves County? Yes No

3. If you answered "Yes" to questions 1 and/or 2 above, in the past 12 months have you made a decision on behalf of Chaves County relating to any business named in the responses to those questions? Yes No

4. Do you have any other business or personal relationships, not covered in your answers to Questions 1 through 4 above that could appear to be a conflict of interest?

Yes No

Signature: _____ Date: _____

Printed Name: _____

PROPOSAL FORM

Address: _____

Phone/Contact Number: _____

SUPPLEMENT "A"

2015 Dental Claims

Month	# of Claims	Amount
January	130	\$19,897.32
February	47	\$8754.26
March	80	\$13,581.74
April	40	\$8,691.30
May	71	\$11,669.28
June	46	\$7,885.90
July	81	\$15,090.60
August	24	\$4,981.30
September	73	\$12,603.40
October	66	\$12,112.43
November	35	\$9,012.22
December	44	\$6,528.30
Totals	737	\$30,808.05