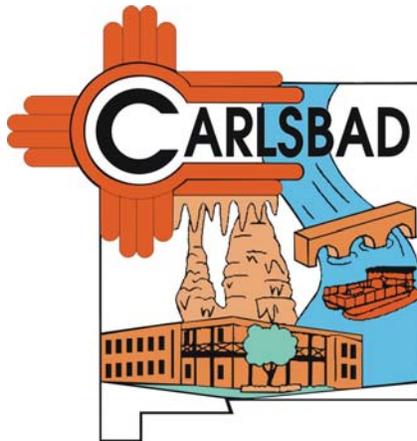


# City of Carlsbad

## REQUEST FOR PROPOSALS (RFP)

**RFP Title: Patient Simulator Mannequin**  
**Code Classification: 98981**



**RFP# 2017-16**

Release Date: August 16, 2017

**Due Date: September 1, 2017**

Time: No Later than **5:00 p.m. Mountain Daylight Time**

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to select an Adult Patient Simulator Mannequin for the purpose of training pre-hospital care providers.

### **B. SCOPE OF PROCUREMENT**

Prospective submitters should be prepared to bring an adult patient simulator mannequin to a place of our choosing in Carlsbad New Mexico. The mannequin and all associated equipment will be demonstrated to the Carlsbad Fire Department staff. The simulator mannequin and associated equipment and or support hardware will need to meet the specifications listed below. The mannequin and associated hardware and software will need to have a warranty period of no less than three years. The prospective submitter will need to not only demonstrate the form and functions of the mannequin but also be prepared to spend sufficient time with the Carlsbad Fire Department staff to train them in the use, operation, care and maintenance of the mannequin and all associated hardware and software.

### **C. PRODUCT SPECIFICATIONS**

The mannequin should be designed with rugged construction to allow for routine case as well as CBRNe simulation. The mannequin should be splash proof for CBRNe water spray decontamination.

The mannequin should be completely wireless and be capable of being controlled control using wireless tablet PC from up to 900 ft. away. The mannequin should have all operating system components are housed inside the simulator. The mannequin should have rugged shoulder and hip joints for field and evacuation exercises. The mannequin should be fully functional on battery power for point-of-injury care and care in motion.

The mannequin should have, at a minimum, a 1.5 liter “On-board” capacity simulated blood supply. The mannequin should have the ability to report blood loss and blood reservoir level to the tablet PC. Bleeding trauma limbs and wound sites for training emergency bleeding control techniques should be provided.

The mannequin should be capable of being fully operational on battery power or AC adapter. The mannequin should have an internal rechargeable battery capable of providing at least 10 hours of continuous use. The mannequin should be designed for fast scenario resets with easy to use fluid refill ports

and interchangeable limbs. The mannequin should have the ability to demonstrate real-time CPR quality and give immediate performance feedback.

The mannequin and or associated systems should have a built-in library of programmed scenarios included as well as the ability to create custom scenarios. The mannequin should have the capability to pre-record and program verbal responses in English and Spanish. The mannequin and or associated systems should be capable of streaming audio so the voice of the simulator instructor may be introduced to the scenario. The mannequin or associated systems should allow the simulator instructor to hear verbal responses at distances up to 150 ft.

The mannequin and or associated systems should be capable of streaming audio so the voice of the simulator instructor may be introduced to the scenario. The mannequin or associated systems should allow the simulator instructor to hear verbal responses at distances up to 150 ft.

The mannequin should have blinking eyes with light reactive pupils. The mannequin and or associated systems should have software controlled fluid secretion at ears, eyes, or mouth. The mannequin should be capable of simulating mild to severe convulsions. The mannequin should have the ability to be intubated via ET tube, LMA, or King LT. The mannequin should have the ability to be programmed for difficult airway with tongue edema and pharyngeal swelling. The mannequin should have the ability to simulate laryngospasm with tight seal preventing intubation. The mannequin should be able to demonstrate unilateral chest rise with right bronchial main stem intubation. The mannequin should have the ability to simulate a surgical airway for cricothyrotomy or tracheostomy. The mannequin should allow for shallow and deep needle decompression with audible hiss and needle placement detection. The mannequin should permit liquids in the airways for suctioning. The ribs should be palpable and a realistic chest cavity should be provided. Bilateral chest drain sites are preferred but not required. The mannequin should provide for automatic chest rise and fall with selectable respiratory patterns as well as selectable anterior lung sounds. The mannequin should be able to demonstrate visible gastric distention with esophageal intubation.

The mannequin should be capable of demonstrating programmable heart sounds with the ability to monitor ECG using standard medical equipment with no special adapters required. A 12 Lead ECG option should be available. The mannequin or associated support software should contain a built in library of cardiac rhythms, Pacing, cardioversion, and defibrillation for use in scenarios. The mannequin should have the ability to measure blood pressure using a LifePak 15 cardiac monitor as well as detectable oxygen saturation using LifePak 15 cardiac monitor. The mannequin should be able to demonstrate a palpable brachial pulse at bend in the arm. One or two antecubital veins for IV training. The mannequin should have the ability to demonstrate visible cyanosis. In the process of running scenarios the radial, brachial, carotid, femoral, popliteal and pedal pulses should be blood pressure dependent and measurable.

The mannequin should have the ability to perform intraosseous tibia I/O access. The mannequin will be equipped with replaceable tibia bones. The mannequin should be able to simulate bleeding wounds at axilla and groin that can be packed using combat gauze and respond to applied pressure. The mannequin should have the ability to respond to appropriate treatment via sensors in the arm and legs that respond to tourniquet application and applied pressure.

The mannequin should be able to demonstrate bowel sounds in four abdominal quadrants.

## D. PROCUREMENT MANAGER

1. The City of Carlsbad has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Matt Fletcher, CCPO, Procurement Manager  
Address: 101 N. Halagueno Street, Room 114  
Carlsbad, NM 88220

Telephone: (575) 234-7905

Email: [msfletcher@cityofcarlsbadnm.com](mailto:msfletcher@cityofcarlsbadnm.com)

Website: <http://www.cityofcarlsbadnm.com/purchasing.cfm>

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.
3. Proposals may be submitted via UPS or FedEx to the following address:

City of Carlsbad Purchasing Manager  
101 N. Halagueno Street, Room 114  
Carlsbad, NM 88220

Or via US Postal Service to:

City of Carlsbad Purchasing Manager, Room 114  
PO Box 1569  
Carlsbad, NM 88221-1569

## **E. DEFINITION OF TERMINOLOGY**

This section contains standard definitions and terms that may be used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the City of Carlsbad Municipal Government

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, professional services, non-professional services or construction.

“**Contractor**” means any business having a contract with a local public body.

“**Determination**” means the written documentation of a decision of a procurement officer 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", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**“IT”** means Information Technology.

**“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.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Procurement Manager”** means any person or designee authorized by the local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (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”** or means an offer 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.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. Any addenda posted in regards to this solicitation will be provided in the procurement library at the following email address:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule, description and conditions governing the procurement.

## A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Important Dates</b>
1. Issue RFP	Procurement Manager	August 16 , 2017
2. Distribution List	Agency	August 16 , 2017
3. Pre-Proposal Conference	Agency	Not Scheduled
4. Deadline to submit Questions	Potential Offerors	August 25, 2017
5. Response to Written Questions	Procurement Manager	August 28, 2017
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>September 1, 2017</b>
7. Proposal Evaluation	Evaluation Committee	September 4-18, 2017
8. Selection of Finalists	Evaluation Committee	TBD
9. Equipment Demonstration	Evaluation Committee	TBD
10. Award Recommendation	Procurement Manager	TBD
11. City Council Award Approval	City Council	TBD
12. Award Announcement	Procurement Manager	TBD
13. Protest Deadline	Procurement Manager	Award Date + 15 days
14. Issuance of Purchase Order	Procurement Manager	TBD

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Carlsbad.

### 2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the

organization, dated and returned to the Procurement Manager by 5:00 P.M. Mountain Time on or before **August 25, 2017.**

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### **3. Pre-Proposal Conference**

A pre-proposal conference \_\_ will X will not be held as indicated in the sequence of events.

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **August 25, 2017 by 5:00 P.M.** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

### **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON September 1, 2017.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP 2017-16.** *Proposals submitted by facsimile, or other electronic means, will not be accepted.*

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist as per schedule Section II. A., Sequence of Events or as soon as possible.

Best and Final Offers Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

Oral Presentations by Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and Procurement Manager.

## **9. Equipment Evaluation and Demonstration**

Prospective submitters should be prepared to bring an adult patient simulator mannequin to a place of our choosing in Carlsbad New Mexico. The mannequin and all associated equipment will be demonstrated to the Carlsbad Fire Department staff.

## **10. Award Recommendation**

Once the Evaluation Committee has finalized their selection, the Procurement Manager will prepare an award recommendation to be presented to the Carlsbad City Council at their regular scheduled meeting.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City of Carlsbad, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

## **11. City Council Approval**

Final approval of the award is at the discretion of the Carlsbad City Council.

## **12. Award Announcement**

Upon approval by the City Council, the Procurement Manager will send written notice of award to all participating parties along with a scoring summary for each proposal received. Award will also be published on the City of Carlsbad website.

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Procurement Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number.

It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to:

City of Carlsbad Procurement Manager  
101 N. Halagueno Street, Room 114  
Carlsbad, NM 88220

\*\* Protests received after the deadline will not be accepted.

## **14. Issuance of Purchase Order**

Once the order is finalized and no protests are pending, the City of Carlsbad will issue a purchase order to the awardee. No order shall be placed or shipped until a purchase order number has been provided by the City Procurement Officer or Fire Department designee.

## **C. GENERAL REQUIREMENTS**

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

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collate, or assemble proposal materials.

### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## 9. No Obligation

This RFP in no manner obligates the City of Carlsbad or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the City of Carlsbad.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Purchase Terms and Conditions**

The terms and conditions of the purchase, as defined in the RFP, shall constitute a binding agreement between the offeror and the City of Carlsbad.

The Agency discourages exceptions from specifications, terms and conditions as set forth in the RFP. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative offer. The Agency may or may not accept the alternative offer. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency 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 offer.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions.

## **17. Negotiations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and contingent upon the approval of the Procurement Officer.

## **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

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

## **22. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City of Carlsbad.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

### New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for an elected official or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

## 30. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City Procurement Manager or other recognized City Official, may terminate the involved contract for cause. Still further the Procurement Manager or authorized City Representative may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager or authorized City Representative.

### **32. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**A. New Mexico Business Preference**

**B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit four (4) copies of their proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – Four (4) HARD COPIES, containing ONLY the Technical Proposal; .

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, containing ONLY the Cost Proposal. Cost Proposal shall be in separate labeled binders from the Technical Proposals.

The original, hard copy and copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis at the discretion of the Evaluation Committee with the approval of the Procurement Manager.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Within each section of the proposal, Offerors should address the items in the order provided below.

All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in **Binder #2 on the cost response form**.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

### Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### Technical Proposal (Binder 1):

##### A. Signed Letter of Transmittal

- The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX E**. The form must be completed and must be signed by the person authorized to obligate the company.

##### B. Table of Contents

##### C. Proposal Summary (Optional)

##### D. Offeror Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state, county or local government and private sector in the provision of the service or product being requested in this RFP. The narrative **must** thoroughly describe how the Offeror has supplied similar equipment and must include the extent of their experience, expertise and knowledge as a provider of adult patient simulators. All similar goods and services provided to private sector will also be considered;

- b) indicate how many adult patient simulators of the type requested in the RFP have been sold in the last two years and what percentage of business revenue is derived from this type of product;

#### **E. Organizational References**

- Offerors should provide a minimum of three (3) references from customers purchasing the equipment being sought in the RFP within the last 3 years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list.**

The Evaluation Committee and/or Procurement Manager may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein) in its evaluation of Offeror responsibility per Section II, Para C.18.

#### **F. Response to Mandatory Specifications**

- Offerors should address how they plan to meet each Mandatory Specifications as detailed in **Section I. (A-C)**

#### **G. Signed Campaign Contribution Form**

- The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (*See APPENDIX B*)

#### **H. New Mexico Resident Business or Veteran's Business Preference Certification**

- To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (*APPENDIX G*) must accompany any Offer and any business wishing to receive the preference must complete and sign the form. (If applicable)

#### **I. Other Supporting Material (If applicable)**

#### **J. Cost Proposal (Binder 2):**

- Offerors must complete the Cost Response Form in *APPENDIX D*.

## **IV. PROJECT SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification provided in **Section 1 (A-C)**, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

## V. EVALUATION CRITERIA

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. They may be found in Section IV (A-D)

<b>Factors</b>	<b>Points Available</b>
<b>Each Offer will be evaluated by the following categories from Section III C. and assigned a point value for each category for a total possible score of 100 points.</b>	Points must be assigned and defined for all factors (must total 100% of available points)
III.C (D) Organizational Experience	20
III.C (E) Organizational References	10
III C (F) Ability to Meet Desired Specifications	60
<b>Business Specifications</b>	
III Financial Stability	Not Applicable
n/a Performance Surety Bond	Not Applicable
III C (A). Letter Of Transmittal	Pass/Fail
III C (G) Signed Campaign Contribution Disclosure Form	Pass/Fail
III C (J) Cost	10
<b>TOTAL</b>	<b>100</b>
III C.(H). New Mexico Preference - Resident Vendor Points per Section V B. 7	<b>5</b>
III C.(H) New Mexico Preference - Resident Veterans Points per Section V B.7	<b>Varies</b>

Table 1: Evaluation Point Summary

#### **Interviews and Product Demonstration**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## **B. EVALUATION FACTORS**

### **1. Organizational Experience (See Section III D)**

- Points may be awarded, based on, but not limited to, the offerors number of years of experience, quality of offerors experience relative to the scope of work, number of similar engagements cited and the level of success achieved with those engagements. **(20 Points)**

### **2. Organizational References (See Table 1)**

- Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points. **(10 points)**

### **3. Ability to Meet Product Specifications (See Section I (B-C))**

- Points will be awarded to each offeror based on how well their qualifications match the qualifications list provided in Section I (B & C). For example: Fully qualified offerors would receive the full 60 points. Less qualified firms will receive a pro-rated score based on the number of qualifications criteria met.

### **4. Letter of Transmittal (See Table 1)**

- Pass/Fail only. No points assigned.

### **5. Campaign Contribution Disclosure Form (See Table 1)**

- Pass/Fail only. No points assigned.

### **6. Cost (See Table 1) (10 Points)**

- The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

## **7. New Mexico Preferences**

- Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

### **A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offeror with the highest score will be selected as the finalist Offeror, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the City taking into consideration the evaluation factors in Section V will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## APPENDIX A

### REQUEST FOR PROPOSAL

RFP 2017-16

### ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than . Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Matt Fletcher, Procurement Manager  
RFP 2017-16, Audit Preparation and Consulting Services  
PO Box 1569, 101 N. Halagueno St., Rm 114  
Carlsbad, NM 88221  
Fax: 575-885-9871  
E-mail: msfletcher@cityofcarlsbadnm.com

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## APPENDIX D

### COST RESPONSE FORM

QTY 1 (One) Adult Patient Simulator Mannequin

Equipment Cost \$ \_\_\_\_\_

Training and Support \$ \_\_\_\_\_

Additional Cost (if applicable) \$ \_\_\_\_\_

**TOTAL PURCHASE PRICE \$ \_\_\_\_\_**

**APPENDIX E**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2017  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Carlsbad, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The form and information provided will be included as part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**APPENDIX F**  
**RFP # 2017-16**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Product description/Model #</b>	
<b>Purchase date</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?  
COMMENTS:

2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

3. How would you rate the vendor's ability to properly train personnel in the use of the equipment?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
4. What is your level of satisfaction with the product produced by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
5. How would you rate the vendors ability to handle after sale product support and warranty issues if needed?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
6. How satisfied are you with the customer service provided by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
7. With which aspect(s) of this vendor's product are you most satisfied?  
COMMENTS:
  
8. With which aspect(s) of this vendor's product are you least satisfied?  
COMMENTS:
  
9. Would you recommend this vendor's product and services to your organization again?  
COMMENTS:

**\*\*Thank you for taking to time to respond to this questionnaire !**

**APPENDIX G**  
**RESIDENT BUSINESS CERTIFICATION**

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*      (Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.