

# County of Curry



## Request for Proposals No. 2022/23.03

### Vision Insurance Plan for County Employees

Issue Date:  
October 3, 2022

Mandatory Notice to Owner of Intent to Propose Form Due:  
October 6, 2022

Proposal Due:  
October 20, 2022  
Time: 2:00 p.m.

Curry County Administration Office  
417 Gidding St., Suite 100  
Clovis, NM 88101  
Attn: Finance Department/Procurement Office  
575-763-6016

Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2022/23.03 Do Not Open"

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is hereby seeking formal, sealed proposals from qualified companies authorized to do business in the State of New Mexico to provide a group vision insurance plan for County Employees.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB "memory stick" must be received no later than October 20, 2022 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Purchasing Agent Lorraine Schlimm [lschlimm@currycounty.org](mailto:lschlimm@currycounty.org) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE**

**PROPOSAL FORM  
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES**

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [lschlimm@currycounty.org](mailto:lschlimm@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**October 6, 2022.**

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

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person authorized to sign for Firm**

**ALTERNATE CONTACT PERSON/INFORMATION:** \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

**NAME:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP

\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP THIS PAGE MUST BE COMPLETED

**AND SUBMITTED ON OR BEFORE October 6, 2022.**

## **SCOPE OF WORK**

**Provider must have in-network providers in Curry County New Mexico.** The County is aware of 5 vision providers in the area. The County is aware of those providers accepting VSP, Medicare, Eye Med, Davis Vision Benefits.

### **Curry County will not allow for ASO plans to be submitted; only Fully Insured (FI).**

Must be able to provide Vision Insurance Services for at least 190 employees – this number may fluctuate over the life of the awarded contract. The County has an estimated 190 employees and an estimated 85 employees enrolled in the current vision plan. At least 35 employees enrolled are female and 50 employees that are enrolled are male.

The County seeks a vision insurance provider that is ranked by Fitch, Standard and Poor's, A.M. Best or Moody's with a rating of "A" or greater to ensure that Curry County is working with a provider that has the financial stability to maintain a multi-year contract with Curry County.

Provider will provide access to vision plan benefits coverage to Curry County Employees who reside in the State of New Mexico. Curry County does have employees who also reside in Texas.

Provider will work collaboratively with Curry County staff and the Curry County Board of County Commissioners.

Provider will work collaboratively with other Curry County vendors on other plan benefit related projects such as Open Enrollment, wellness programs, and employee satisfaction.

Provider will provide and present renewal underwriting methodology to Curry County as needed. In addition, agree to attend Curry County Commission Board meetings as required to present renewals and proposals.

Provider will participate in events related to Open Enrollment with Curry County vision plan participants regarding this benefit. Plan to include at least one annual meeting with Curry County staff regarding current Open Enrollment meeting information needs.

Provider will assist Curry County with the development of vision plan benefits documents, such as electronic newsletters and flyers.

**Our current coverage is a State Plan so it is self-insured by the State. Exhibit A EyeMed summary is attached at the end of the RFP. Our current option through EyeMed does not have tiers available for the employees to choose from so all are currently under the same plan. The County would like to see the quoted price for this plan as well as see plans offered as current industry standard. Please provide different tiered options.**

## PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal conference is scheduled for Thursday October 6<sup>th</sup>, 2022 at 2 p.m. The conference will be held virtually through Google Meet.

### Google Meet joining info

Thursday, October 6<sup>th</sup>, 2022 @ 2:00-2:30pm

RFP Vision 2022.23.03 Pre-Proposal Meeting

Video call link: <https://meet.google.com/tpd-yiwn-yet>

Or dial: (US) +1 256-581-5454 PIN: 185 591 606#

More phone numbers: <https://tel.meet/tpd-yiwn-yet?pin=3775082696362>

Failure to attend the Pre-Proposal meeting will not disqualify an Offeror from submitting a proposal. The failure of an Offeror to attend shall be interpreted to mean the proposal documents are clear and acceptance to all nonparticipants at the Pre-Proposal Conference. Such clarity and acceptability shall be presumed with respect to all Offerors.

## REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version on a USB “memory stick” of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Purchasing Agent on or before the closing date and time for receipt of proposals.
2. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code NMSA 1978, § 13-1-115 through 13-1-122.
3. Potential Offerors must return the **Mandatory “Notice to Owner of Intent to Propose” Form in order to submit a proposal**. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
4. Proposals shall not exceed forty (40) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

## **CONTENTS OF PROPOSAL OFFER**

### **PROPOSAL FORMAT/CONTENTS**

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

#### **1. TRANSMITTAL / COVER LETTER**

- A. IDENTIFY THE OFFEROR AND CONTACT PERSON. Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.
- B. BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

#### **2. INTRODUCTION AND BACKGROUND**

Each Offeror shall provide an overview of current and prior experience in work comparable to the scope of services required in this Request for Proposal.

#### **3. QUALIFICATIONS OF PRINCIPAL PERSONNEL**

Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Identify special skills or strengths of key personnel. Include qualifications for any subcontractor the Offeror has indicated to be part of this Response to Proposal. Include all areas of work that are to be performed by the subcontractor(s).

#### **4. REFERENCES**

Offeror must submit three (3) external corporate references from clients who have received similar services to those proposed by the Offeror for this contract, especially those projects in the public sector that have occurred within the past five (5) years. Each reference must include the name of the company, company current address, name of the contact person, telephone number, and the date and scription of the services provided. The reference page is on page #18 of this proposal.

## 5. RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal, including a response to other items identified in the Evaluation/Award section. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as detailed and specific as possible.

## 6. COST PROPOSAL

Each Offeror shall provide a cost proposal with its Offer. The Offeror's pricing shall be inclusive of any additional costs necessary in providing the services, if applicable, (i.e. travel time, mileage, supplies, etc.).

***Prices, which are offered and accepted pursuant to this solicitation, shall be firm and fixed for the initial term of the contract.***

## 7. CUSTOMER SERVICE/ADDITIONAL SERVICES

Each Offeror shall provide information relative to their ability to provide customer service and account representation, as well as an overview of any additional services such as cost containment practices, and organizational tools, etc.

## 8. OTHER SUPPORTING OR RESOURCE MATERIAL

Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the project.

## PROPOSAL CONTENTS

1. Disclose all commissions, compensations, and fees paid to insurance agents, brokers, or other parties in their Proposal and disclose all costs required to establish a Fully Insured plan.
2. Define how claims shall be administered in a Fully Insured option, please outline process.
3. Provide detailed responses to the following questions and requests for information with as much specificity as possible.
  - a. Cost (Complete Cost Quotation Form):
    - i. Administrative Fees
    - ii. Proposed Plan Premiums
    - iii. Commissions.
    - iv. Rate Guarantee (two years is preferred)
    - v. Any agent or implementation fees
  - b. Policy terms and conditions.
  - c. Company Information:

- i. Head Quarter address, Service address (if different).
  - ii. Company ratings, strength, and stability.
  - iii. Allocated and assigned personnel and team for account.
- d. List of clients with similar size and needs of Curry County. We reserve the right to contact references.
- e. Experience in the field and years in business.
- i. Customer service days and hours of operation and contact information.
- f. Outline enrollment and disenrollment process.
- g. Outline invoicing and claim processing
- h. Outline enrollee / member capabilities through resources like online portals
- i. Outline thoughts on supplemental carriers.
- j. Identify any perk benefits or additional benefits offered through service.

**EVALUATION CRITERIA AND POINTS**

Responsive proposals will be evaluated by a committee and assigned points under each criterion specified below. There is a total of **100 points** possible.

**EVALUATION CRITERIA**

<p><b>1. COST OF COVERAGE / PREMIUMS</b></p> <p>The cost associated with the services to be performed under this proposal.</p>	<p><b>30 Points</b></p>
<p><b>2. RATE GUARANTEES / POLICY TERM</b></p>	<p><b>20 Points</b></p>
<p><b>3. QUALIFICATIONS</b></p> <p>Qualifications, capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services.</p>	<p><b>20 Points</b></p>
<p><b>4. EXPERIENCE WITH COMPARABLE CLIENTS/ REFERENCE CHECKS</b></p> <p>Offerors experience with providing consulting services related to vision benefits to other public sector clients. (5 POINTS)</p> <p>Offeror's references of clients who have received similar services to those proposed by the Offeror for this contract, especially those projects in the public sector that have occurred within the past five (5) years. (5 POINTS)</p>	<p><b>10 Points</b></p>



<b>5. OTHER PLAN BENEFITS OFFERED / CUSTOMER SERVICE</b>	<b>10</b>
<b>6. QUALITY AND COMPLETENESS OF PROPOSAL</b>	<b>10</b>

**Maximum Evaluation Score 100 Points**

**EVALUATION PROCEDURE**

1. Procedure: Proposals will be reviewed and ranked by an Evaluation 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. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). Negotiations will be conducted with the top-ranking offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to 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 Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

### Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	October 3, 2022
2.	Pre-Proposal Non-Mandatory	Curry County	October 6, 2022 2:00pm
3.	<b>Mandatory</b> "Notice to Owner of Intent to Propose"	Potential Offerors	October 6, 2022 by 5:00pm
4.	Deadline to submit questions	Potential Offerors	October 11, 2022 5:00pm
5.	Last Response to Written Questions/RFP Amendments	Curry County	October 14, 2022 5:00pm
6.	<b>Submission of Proposal</b>	<b>Offeror</b>	October 20, 2022 At 2:00pm
7.	Proposal Evaluation	Evaluation Committee	October 20, 2022 to October 27,2022
8.	Selection of Finalist(s)	County	October 27, 2022 2:00pm
9.	Oral Presentation by Finalist	Offeror	TBD if deemed necessary
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	October 28,2022 through November 10, 2022
11.	Approve Contract	County Commission	November 15, 2022 (tentative)
12.	Commence Services	Contract Offeror	January 1, 2023, 2022 (tentative)

### TERM OF CONTRACT

The contract shall be awarded for a two (2) year period; January 1, 2023 to December 31, 2025, The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through December 31, 2027, or soliciting proposal for a new offeror. The rate shall be negotiated at the end of the first two-year period if the County takes the option to renew. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

### BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Notice to Owner of Intent to Propose – Page #3
2. Offeror's Response Form – Page #16
3. Execution of Proposal Form – page #17
4. Offeror's Reference Form – page #18

5. Offeror's Certification and Non-Collusion Affidavit – page #19
6. Offerors Information Form – page #20
7. Copy of Business License – include with page #20
8. Completed W-9 – include with page #20
9. Options, Exceptions or Variations – Page #21
10. Resident/Veterans Preference Certification – page #22-23
11. Campaign Disclosure Form – pages #24-26
12. Proof of Insurance

**Contractual Provisions:** The following provisions will be in any contract entered into by and between the County and the successful offeror:

**Amendment:** This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

**Equal Opportunity Compliance:** The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

## **PROJECT CONTACTS**

Any questions regarding this Request for Proposal must be submitted **by email** to the Purchasing Agent listed below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Lorraine Schlimm  
Purchasing Agent/Chief Procurement Officer  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: [lschlimm@currycounty.org](mailto:lschlimm@currycounty.org)

Written questions/request must be submitted no later than 5:00 PM (Mountain Daylight Time) on October 11th, 2022 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the above email address will be considered. Oral questions/requests will not be considered. Written or oral questions/requests submitted to any other Department or employee will not be considered

## **NONDISCRIMINATION STATEMENT**

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

**Applicable Laws:** The contract shall be governed by the laws of the State of New Mexico

## **PROTEST DEADLINE**

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Finance Director/Chief Procurement Officer. The protest shall be delivered to the Assistant Finance Director and Purchasing Agent.

## **ADDITIONAL TERMS**

1. The terms and conditions outlined in this RFP, 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.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance 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 Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any 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 Secret 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 New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Purchasing Agent in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect 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.
10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. 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 proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The terms and conditions, specifications and Contractual Terms set forth in this RFP will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.

18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
19. The Curry County Procurement Policy and the New Mexico Procurement Code NMSA 1978, § 13-1-28 through 199, shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
  - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
  - b. Workers' Compensation insurance as required by state statute.
24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s). The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
25. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which

breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
30. The County's policy on requests for copies of proposal information after award is as follows:  
Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department  
417 Gidding Street, Suite 100  
Clovis, NM 88101

The fee must be paid before the information is released.

In order to receive resident, resident veteran or Native American preference, a copy of the Offeror's current certificates must be included in the Proposal in addition to the Veteran Preference Certification page. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <https://www.tax.newmexico.gov/businesses/business-preference-certification/>

PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed and attached campaign disclosure form: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed & attached veteran's preference form (if applicable): \_\_\_\_\_ Yes \_\_\_\_\_ No

***If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.***

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

\_\_\_\_\_  
Signature Name (Typed/Printed)

\_\_\_\_\_  
Company Position

\_\_\_\_\_  
Address Telephone Number FAX Number

\_\_\_\_\_  
City, State, Zip Tax ID # E-mail Address

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is  
\_\_\_\_\_(title) of \_\_\_\_\_(company) and all foregoing  
Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

My commission expires: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

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

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this proposal was signed by an authorized representative of the offeror.
- \_\_\_\_\_ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

OFFEROR'S REFERENCE FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.  
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2022/23-03 Vision Insurance for County Employees** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**  
I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFEROR'S INFORMATION FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

1. Legal Business Name: \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. City, State & Zip \_\_\_\_\_
4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone: \_\_\_\_\_ FAX \_\_\_\_\_
8. Email \_\_\_\_\_
9. Company Website \_\_\_\_\_
10. Has your company ever been debarred from doing business with any federal, state or local agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

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**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.  
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

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

**Please check one box only**

**Resident Veterans:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

**Resident Businesses:**

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

**Native American**

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

**Resident Business/Veteran Business/Native American Certificate Number: \_\_\_\_\_**

\_\_\_\_\_

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

**A valid New Mexico Resident Business, New Mexico Veteran’s Resident Business or Native American Certificate number must be provided in order to receive preference.**

I do not claim New Mexico Resident Business, New Mexico Veteran’s Resident Business or Native American preference on this bid.

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

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
RFP #2022/23-03 VISION INSURANCE FOR COUNTY EMPLOYEES  
DUE DATE: OCTOBER 20, 2022

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

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

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

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

The following definitions apply:

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



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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Tom Martin, Robert Sandoval, Chet Spear, Robert Thornton, Seth Martin, Anastasia Hogland, Candace London, Kendall Kempf, Wesley Waller, Mark Lansford

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By:

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Relation to Prospective Contractor:

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Date Contribution(s) Made:

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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)



## Exhibit A



# State of New Mexico



**40% OFF**  
additional complete pair of prescription eyeglasses

**20% OFF**  
non-covered items, including non-prescription sunglasses

**Find an eye doctor**  
(Insight Network)

- [eyemed.com](http://eyemed.com)
- EyeMed Members App
- For LASIK, call 1.800.988.4221

**Heads up**  
You may have additional benefits. Log into [eyemed.com/member](http://eyemed.com/member) to see all plans included with your benefits.

### SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
Exam	\$10 copay	Up to \$40
Retinal Imaging	Up to \$39	Not covered
<b>CONTACT LENS FIT AND FOLLOW-UP</b>		
Fit and Follow-up - Standard	\$0 copay; paid in full fit and two follow-up visits	Up to \$40
Fit and Follow-up - Premium	\$40 copay; 10% off retail price less \$40 allowance	Up to \$40
<b>FRAME</b>		
Frame	\$0 copay; 20% off balance over \$150 allowance	Up to \$50
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$15 copay	Up to \$40
Bifocal	\$15 copay	Up to \$60
Trifocal	\$15 copay	Up to \$80
Lenticular	\$15 copay	Up to \$100
Progressive - Standard	\$50 copay	Up to \$60
Progressive - Premium Tier 1	\$85 copay	Up to \$60
Progressive - Premium Tier 2	\$105 copay	Up to \$60
Progressive - Premium Tier 3	\$120 copay	Up to \$60
Progressive - Premium Tier 4	\$190 copay	Up to \$60
<b>LENS OPTIONS</b>		
Anti Reflective Coating - Standard	\$45	Up to \$5
Anti Reflective Coating - Premium Tier 1	\$57	Up to \$5
Anti Reflective Coating - Premium Tier 2	\$68	Up to \$5
Anti Reflective Coating - Premium Tier 3	\$85	Up to \$5
Photochromic - Non-Glass	\$65	Up to \$5
Polycarbonate - Standard	\$30	Up to \$5
Polycarbonate - Standard - Dependent Children	\$0 copay	Up to \$5
Scratch Coating - Standard Plastic	\$0 copay	Up to \$5
Tint - Solid or Gradient	\$0 copay	Up to \$5
UV Treatment	\$12	Up to \$5
High Index	\$55	Up to \$5
Oversized	\$0 copay	Up to \$5
All Other Lens Options	20% off retail price	Not covered
<b>CONTACT LENSES</b>		
Contacts - Conventional	\$0 copay; 15% off balance over \$150 allowance	Up to \$105
Contacts - Disposable	\$0 copay; 100% of balance over \$150 allowance	Up to \$105
Contacts - Medically Necessary	\$0 copay; paid in full	Up to \$210
<b>OTHER</b>		
Hearing Care from Amplifon Network	Discounts on hearing exam and aids; call 1.877.203.0675	Not covered
LASIK or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
<b>FREQUENCY</b>		
Exam	Once every calendar year	
Frame	Once every other calendar year	
Lenses	Once every calendar year	
Contact Lenses (Plan allows member to receive either contacts and frame, or frames and lens services)	Once every calendar year	

Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing, Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment, Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Loss or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Falls charge if for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered. Benefit allowance provides no remaining balance for future use within the same benefit year.