New Mexico Counties
Request for Proposal
- For -
Prescription Benefit Management Services

Commodity Code: 269-00

Date of Issuance: October 30, 2026
PBM Responses Due: December 3, 2026



Table of Contents

I. Introduction 3
II. Background 3
III. Scope of Services 3
IV. Contract Term 4
V. Solicitation Schedule 5
VI. Submission for Proposals 5
VII. Information/Questions 5
VIII. Proposal Evaluation Process 6
IX. Proposal Format and Required Information 6
X. Criteria for Scoring 7
XI. Confidentiality Statement 8
XII. Limitations 8
Appendix A: Proposal Requirements 10
Appendix B: Confidential Nondisclosure Agreement 17
Disclosures 24

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I. INTRODUCTION

New Mexico Counties ("NMC") is issuing this Request for Proposal ("RFP") in order to obtain proposals for workers' compensation prescription benefit management services from qualified Prescription Benefit Manager ("PBM") service providers.

New Mexico Counties is requesting responses that will help NMC to evaluate candidates and potentially select a new pharmacy benefit management provider in order to properly evaluate cost containment activities of the New Mexico Counties workers' compensation claims department.

New Mexico Counties requires a pharmacy benefit program that will provide the following:

1. Prescription benefit management services and accurate application of pharmacy networks and fee structure.
2. Error-free operational performance, thorough use of state-of-the-art technology, and employment of experienced staff.
3. Transparent reporting of NMC's costs, fees, savings, and provide customized ad hoc reporting.
4. Must provide prescriptions for same day or emergency situations, and first fill program.

II. BACKGROUND

New Mexico Counties administers a self-insured membership pool that provides workers' compensation insurance services to counties within the state of New Mexico. NMC is headquartered in Santa Fe, NM, although the workers' compensation department is located in Albuquerque, NM. This department employs one administrative assistant, four adjusters, one nurse case manager, and one manager.

NMC receives approximately 900 claims annually. On average, NCM fills about 1,700 prescriptions and about $212,000.00 in pharmacy expenditure.

NMC utilizes Origami Risk for its risk management information system services; the PBM must integrate with Origami Risk.

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III. SCOPE OF SERVICES

New Mexico Counties is soliciting responses from a PBM who can provide efficient service to NMC's beneficiaries while providing savings to NMC's members.

The PBM will need to provide superior performance in the following areas:

1. Assist NMC to achieve maximum improvement in the overall performance of medical cost containment through financial performance (savings and fees), operating efficiency, and technical capabilities and efficiency.
2. Offer maximum flexibility in accommodating NMC's operational structure and program delivery requirements.
3. Provide consistent and accurate reporting on fees, savings, and utilization of all services, identifying the performance of program components, including staff.
4. Demonstrate excellence in meeting both statutory and contractual obligations.
5. Assign to NMC permanent, experienced personnel in all departments to include operations, information technology, account management, and executive account management representation.
6. Allow NMC use of customized reports.
7. Demonstrate there are effective security functions in place to protect private health information for compliance purposes.
8. Seamlessly interface with Origami Risk.

The appointed PBM will work as a partner with NMC contain medical spending for workers' compensation claims. The appointed company will provide prescription benefit management and re-pricing services using the appropriate networks and fee schedules for New Mexico.

The PBM will provide monthly and quarterly reports and provide NMC access to custom reports to evaluate medical spending and cost containment.

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IV. CONTRACT TERM

The term of the agreement shall be for a period of three (3) years with the option to extend the agreement automatically annually. NMC reserves the right to terminate the agreement at the end of the period, or as otherwise provided by the underlying executed agreement. NMC has the right to terminate the contract within the three (3) year agreement period if the PBM fails to provide the expected services as outlined.

V. SOLICITATION SCHEDULE

The following schedule has been established for the selection process:

Date	Action
10/30/2026	RFP Distributed to candidates
11/12/2026	Questions/Clarification deadline
11/16/2026	Responses to questions
12/03/2026	RFP responses due by
12/04/2026, 12/07/2026, 12/08/2026	Responses evaluated
12/15/2026, 12/16/2026	Demonstrations (If needed)
12/17/2026	Notice of Award
TBD	Implementation period
TBD	Go-Live

VI. SUBMISSION FOR PROPOSALS

One (1) electronic copy of the proposal should be submitted to:
Roberta Gonzales, CPO & Eddy County Finance Director
101 W. Greene Street
Carlsbad, NM 88220
Phone: 575-887-4820
Email: roberta@eddycountynm.gov

No later than 5:00 PM (MST) on December 3, 2026. Any proposals received after this deadline will NOT BE ACCEPTED.

The proposal should contain the requested information. A proposal may be rejected if it is incomplete. A proposal may be rejected and disqualified for reasons including, but not limited to:

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1. Any evidence of collusion between prescription benefit management companies considered for this RFP.
2. Any disclosure by a considered prescription benefit management company to parties beyond their own organization, or business partners/affiliates directly involved in the provision of the prescription benefit management services, of the existence, content, or any documentation related to this RFP.
3. Lack of responsiveness and cooperation as shown by interaction during the RFP process.

VII. INFORMATION/QUESTIONS

Specific questions should be addressed in writing via electronic mail addressed only to:

Roberta Gonzales, CPO & Eddy County Finance Director
101 W. Greene Street
Carlsbad, NM 88220
Phone: 575-887-4820
Email: roberta@eddycountynm.gov

All questions must be submitted no later than 5:00 PM (MST) on November 12, 2026. We will not respond to any questions after that deadline. Any information requested will be compiled and sent to all competing firms as a supplement to this RFP.

We appreciate your interest in this RFP process. We look forward to the opportunity to consider your proposal.

Please do not contact other representatives of New Mexico Counties prior to the submission of your proposal. Any such contact is grounds for disqualification.

VIII. PROPOSAL EVALUATION PROCESS

Proposals shall be consistently evaluated based upon the following criteria:

- Demonstrated competence
- Experience in performance
- Reasonableness of cost

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- Expertise and availability of key personnel
- Financial performance
- Conformance with the terms of this RFP.

Proposals shall be kept confidential until a contract is awarded. Any and all proprietary data, or trade secrets or other information related to the business of New Mexico Counties, shall be kept confidential by all candidates indefinitely unless NMC specifically agrees in writing by an authorized representative.

No news releases or announcements regarding this RFP may be issued by candidates without prior written approval by NMC. No candidate may use NMC's company name or logo in any advertisement or publication without prior written consent by an authorized representative, even after the award has been made.

The RFP award will be made in writing to the selected PBM. The award is contingent upon successful negotiation of final contract terms. The negotiations shall be confidential and are not subject to disclosure for competing candidates. If contract negotiations cannot be concluded successfully, NMC reserves the right to negotiate a contract with another PBM or withdraw the RFP.

IX. PROPOSAL FORMAT AND REQUIRED INFORMATION

The proposal should identify the Prescription benefit management service provider, provide the name of the principal contact and be signed by an officer of the PBM. Proposals must include responses to all sections in Appendix A and requested supporting documentation.

It is not NMC's intent to excessively limit the amount of material that a candidate provides in its submitted proposal. However, materials that are not pertinent to the requirements outlined in this RFP will not be considered.

In order to simplify the evaluation process and obtain maximum comparability, NMC requires that all responses to the RFP be organized in a manner described in this section. Any deviation from this format without adequate justification may result in disqualification of the proposal. The proposal should adhere to the following sequence and content:

A. Cover Letter
B. Table of Contents
C. Proposal Questions and Candidate Responses

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D. Attachments
    a. Optional Attachments
E. Confidential Nondisclosure Agreement (Appendix B)
F. Disclosures starting on page 24

X. CRITERIA FOR SCORING

NMC will select a selection of a successful candidate through the analysis and scoring of proposals, interviews, site visits, and other factors. These factors will collectively demonstrate the candidate can provide the highest level of financial performance and stability; operational accuracy; efficiency and quality of services; customer services; and technology flexibility and accuracy.

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 1000 points. The scoring of proposals will be based on a scoring system that addresses the content and accuracy of all question responses, the quality of the overall proposal, as well as the following:

1. Prescription benefit management, performance, and reporting sections have a 40% weight, with 400 total possible points.
2. Network management and account management sections have a 30% weight, with 300 total possible points.
3. System functionality and support, implementation and pricing sections have a 20% weight, with 200 total possible points.
4. Client references and staffing section have a 10% weight, with 100 total possible points.

NMC may undertake such investigation as it deems necessary to determine the ability of the PBM to provide the requested services. The PBM provider shall provide all information and data requested for this investigation.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

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A. Superior Response (95-100% of total points): A superior response is a highly comprehensive, excellent reply which meets or exceeds all of the requirements of the RFP. The response covers an area not originally addressed within the RFP and includes additional information and/or recommendations which are both valuable and beneficial to NMC and its members. This response is an excellent standard, demonstrating the candidate's authoritative knowledge, practice and understanding of the services desired.

B. Good Response (85-94% of total points): A good response meets all the requirements of the RFP. It demonstrates, in a clear and concise manner, a thorough knowledge and understanding of the project and subject matter with no deficiencies noted.

C. Fair Response (75-84% of total points): A fair response meets most requirements set forth in the RFP. The candidate demonstrates some ability to comply with guidelines and requirements of the project and demonstrates knowledge of subject matter.

D. Poor Response (65-74% of total points): A poor response minimally meets most requirements set forth in the RFP. The candidate demonstrates minimal knowledge of subject matter.

E. Failed Response (</= 64% of total points): A failed response does not meet the requirements set forth in the RFP. The candidate has not demonstrated sufficient knowledge of the subject matter.

Finalists with be further evaluated on the additional elements involved in the RFP process, including:

- Candidate interviews
- Candidate responsiveness and service quality during finalist phase of the RFP process
- References

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XI. CONFIDENTIALITY STATEMENT

The information provided to you in conjunction with this RFP is strictly confidential and not intended for public use or for the use other than for the process specified in this RFP by the Prescription benefit management company. See Appendix B.

XII. LIMITATIONS

This RFP does not commit New Mexico Counties to negotiate a contract or enter into any agreement to provide prescription benefit management services. This RFP also does not obligate NMC to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. The selection of any PBM requires financial and contractual terms. Responses to this RFP will provide NMC with more detailed information to help further differentiate PBM candidates.

APPENDIX A

PROPOSAL REQUIREMENTS

CANDIDATE OVERVIEW

1. State the full name of your Company, its mailing address, and its Federal Employer Identification Number (FEIN).

2. Provide the full name and contact information (office phone, cell phone, fax number, and email address) for all individuals who will represent your Company in connection with this RFP.

3. Indicate whether your company operates as an individual, partnership or corporation; if a corporation, whether it is licensed to conduct business in New Mexico. If it is not so licensed, please indicate the length of time it would take to obtain a license.

4. Indicate whether your company, or an affiliated or parent company, is publicly traded.

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5. List all merger and/or acquisition activities involving your organization over the last three (3) years. State whether your firm is currently in process or negotiation for sale.

6. State the number of years your company has provided prescription benefit management services.

7. Describe in detail any and all legal/disciplinary actions instituted or proposed against PBM during the last three (3) years. Describe any and all pending disciplinary matters of which PBM has knowledge of.

8. Describe your customer service philosophy. Discuss how PBM would approach the situation if NMC should experience consistently unresolved performance issues from assigned personnel; include names and contacts.

CLIENT REFERENCES

9. Identify at least three (3) current clients you provide workers' compensation prescription benefit management services to. Identify any membership pool clients for which your organization provides PBM services. Include contact name, company name and contact phone or email address.

10. If PBM has lost clients in the previous three (3) years, please explain why these circumstances were appropriate. If applicable, discuss an instance which the loss was due to an unresolved matter and explain the process used to try resolve it.

11. If you serve any clients in New Mexico, disclose how many.

STAFFING

12. Indicate all specific members of senior management and pharmacy benefit branch management that have left or joined your organization over the last two (2) years. For each individual, please indicate the date

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of departure or arrival and the reason for leaving or joining the organization.

13. Describe your staff turnover rate for the past three (3) years. Describe steps taken internally to maintain team continuity.

14. Provide detailed information describing the background and specific industry experience for all staff providing prescription benefit management services. Include the minimum requirements for education, experience and training for all positions. Provide a summary of the qualifications, licenses/credentials, and areas of expertise and years of experience maintained by professional staff.

15. Describe the on-going education program you have in place to keep staff up to date on industry and network changes that affect the delivery of prescription benefit management services.

PRESCRIPTION BENEFIT MANAGEMENT SERVICES

16. Statement of service delivery/approach. Explain how the PBM plans to integrate the requested services with NMC's claims program. Include a summary explaining how the PBM's program will benefit NMC and its members; with an emphasis on how the approach distinguishes the PBM from its competitors.

17. Provide a complete summary and description of services provided by PBM.

18. Describe internal audit and quality control processes used to minimize errors and ensure service levels are met. Include a description of processes used for recovery or reimbursement for overpayments or adjustments.

19. Provide network and formulary disruption reports prior to the awarded contract. Outline in detail the process and data necessary to provide disruption reports.

20. Outline how your PBM handles paper pharmacy transactions.

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21. NMC provides a body injury code for every eligible beneficiary. This code correlates with a certain formulary. Describe your system's capability of integrating this information.

22. NMC allows some beneficiaries to obtain drugs which are not correlated to the assigned body injury code. The in-house adjuster reviews the request submitted by the PBM and provides a response to the PBM after review. Outline your approach to this process and explain how it reduces delays in dispensing drugs to its beneficiaries. Describe in detail how your program manages prior authorizations/rejections.

23. Outline and describe your first fill program. Provide details and examples showing how the program is customizable, and who bears the first fill risk.

24. NMC would like access, in real time, as much real-time data as possible regarding plan costs, beneficiaries' use of drugs, and beneficiaries' requests for new drugs. Describe the information which will be available to allow NMC to track and generate reports in real time.

25. NMC would like to ensure its new PBM will assist in achieving two goals simultaneously: (i) Decreasing its prescription drug costs; (ii) Preventing the misuse, overuse, or abuse of prescription drugs. Especially considering heavy use of painkillers and similar products by our beneficiaries. Describe your PBM's approach to achieve these objectives, in compliance with applicable New Mexico laws. Provide any recommendations you might make in this regard.

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PERFORMANCE

26. Performance guarantees

    a. Outline and describe any performance guarantees your company will offer and explain how these differentiate you from your competitors
    b. Describe the expected savings.

27. Confirm that you are willing to re-price sample bills as requested by NMC.

NETWORK MANAGEMENT

28. Outline your pharmacy network structure and current network penetration.

29. Describe how your PBM calculates network penetration and which, if any, transactions are excluded from its calculations.

30. Outline your pharmacy network pricing criteria. Do you utilize more than one source of AWP? What references are used and what criteria are used to select a specific AWP?

31. Outline how your PBM's mail order and specialty drug programs work.

32. Describe how your PBM and its networks differentiates itself from its competitors

ACCOUNT MANAGEMENT

33. Names and titles of principal staff that who will be assigned to ongoing operations. For each person, indicate whether that person will be designated to NMC's account. For each respective staff member, indicate respective primary office location, telephone, email address, and related account experience. Please provide principal staff member for all the following account responsibilities:

    a. Senior/Executive Management Representative

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b. Account Management
c. Product Support (i.e., system development, report development)
d. Systems and IT Support

34. Provide a complete description of your Quality Assurance Program addressing the PBM's performance standards and measurements.

35. What processes or guidelines does your organization emphasize as elements critical to providing good customer support? Please describe what you think is your competitive advantage.

REPORTING

36. Confirm your organization can and will provide a timely quarterly PBM savings summary, and detailed reports outlining the cost and utilization at no additional charge.

37. Provide examples of on-line query tools that NMC may utilize to generate ad hoc reports as necessary, at no additional charge. Provide examples of your PBM's standard reports.

38. Describe what data analytics and reporting tools are utilized for pharmacy benefit management. Provide a copy of reports currently used.

39. Confirm your organization will provide reports which track network penetration, as identified by NMC.

40. Is your organization willing to report functionality, which fully complies with the reporting requirements, at no cost to NMC, using necessary claims data from NCM? Explain in detail how you will achieve this.

41. Confirm your organization will provide standard monthly, quarterly and annual reports. Also, confirm you will provide NMC with annual stewardship reports outlining how the program benefits NMC and its members.

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SYSTEM FUNCTIONALITY AND SUPPORT

42. Do you offer an internet-based portal for NMC workers' compensation claims personnel to view overall pharmacy benefit activity and status? Are the claims professionals able to approve, deny, or adjust payments made in your system? Briefly describe the key functionality of this portal.

43. In a separate attachment, please provide documentation and schematics detailing the architecture, functionality, and navigation of your pharmacy benefit system. Provide detailed information on the following two aspects: a) The functionality which differentiates your software from other software. b) The design aspects of your software which facilitate integration with NMC's processing infrastructure.

44. What data protection measures does your organization employ to ensure the privacy and security of desktops and servers, and data transmission? Describe your process and standards.

IMPLEMENTATION

45. Describe testing processes and timelines for going live to ensure all transfer of information meets functional requirements. Describe the ability to accommodate ongoing testing after going live, ensure systems continue to function correctly, and support ongoing system changes.

46. Establish a team and list processes involved with implementation, testing, and conversion. To ensure pharmacy benefits manager and payment system down time or malfunctions are limited; provide a timetable for these processes listing personnel responsible for implementation, transition, and system issues.

47. Describe your implementation processes to provide a seamless transition, addressing all aspects of account setup, Electronic Data Interchange development, history transfer, etc. Provide the name of the implementation manager assigned to NMC.

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48. Describe your processes for transferring historical data from the previous PBM vendor.

49. Describe any disaster or back-up plans to ensure systems are available to NMC.

PRICING

50. List in detail, the pricing you propose for each area of services provided to NMC.

51. Outline the costs associated with your services and explain how these costs add value to your service.

52. Is your organization willing to implement a performance-based incentive structure whereby your service rates are adjusted up or down based on savings performance, payment accuracy, file exchange accuracy, and other financial or operational criteria as defined by NMC?

53. Provide any applicable charges for IT resources, licensing, system utilization and interface.

54. Provide any applicable report fees.

55. Describe the PBM's invoicing cycle and explain how disputed invoices are handled.

56. Outline any other charges or pricing that NMC can expect (one-time data/information requests, set up fees, etc.).

57. If there is any item(s) not addressed in the questions above that PBM believes is pertinent to the evaluators of this RFP, please discuss here.

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APPENDIX B

CONFIDENTIAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20___, by and between _____, ("Respondent") and New Mexico Associations of Counties doing business as "New Mexico Counties" together with its affiliates and subsidiaries ("NMC").

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements made herein, the Parties hereby covenant, promise and agree as follows:

1. Purpose. The Parties desire to make certain proprietary and confidential information available to each other for the sole purpose of allowing the Parties to evaluate a potential business arrangement regarding commercial insurance broker services for NMC.

2. Confidential Information.
   a. For the purposes of this Agreement, "Confidential Information" shall collectively mean, this Agreement, as well as any and all confidential and proprietary information of a party, including, but not limited to proposals; business plans and strategies; products and technology; financial information, software, source code and object code; clients or prospective clients; client data; claims and policyholder information; claimant or employee information, data models; inventions, developments, formulae and processes; know-how, show-how, discoveries, improvements, works of authorship, concepts, mask works, and ideas, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection (in the United States or elsewhere); and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing; and whether or not learned (directly or indirectly) by observation or otherwise by either party in conjunction with the evaluation referred to above, or any business arrangement resulting from that evaluation.
   b. Confidential Information does not include any of such Confidential Information that was or after the time of disclosure, becomes part of the public domain through an act or failure to act by the recipient party in violation of this Agreement, or was in the possession of the recipient party at the time of disclosure by the disclosing party and was not disclosed in anticipation of the underlying potential business arrangement.

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c. Confidential Information shall also include any such information that the recipient party learns from consultants, customers or other third parties whom the disclosing party authorizes to communicate with the recipient party.

3. Protection.
   a. The parties agree that except as otherwise permitted by this Agreement or with the prior written consent of the other party, the recipient party shall hold in secure confidence and neither use nor disclose to any third party any Confidential Information obtained from the disclosing party.
   b. The recipient party shall not use Confidential Information to guide a search of public information to limit obligations of confidentiality, non-disclosure or non-use as set forth in this Agreement.
   c. Each party may disclose Confidential Information to its executives, directors, employees, counsel and other representatives for legitimate business purposes and solely for internal use in the evaluation of a potential business arrangement under this Agreement.
   d. Each party shall direct its executives, directors, employees, counsel and other representatives to not disclose to any person either the fact that discussions or negotiations are taking place concerning a potential business arrangement or any of the terms, conditions or other facts with respect to any such potential business arrangement, including the status thereof.
   e. The recipient party shall use the same degree of care to protect the Confidential Information of the disclosing party as it uses to secure and protect its own Confidential Information. However, in no event, shall the recipient party use less than a reasonable degree of care to protect Confidential Information of the disclosing party.
   f. Under this Agreement, the term "person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or individual.
4. Exceptions. Information shall not be afforded the protection of this Agreement if the recipient party can demonstrate that such information is:
   a. Now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the recipient party;

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b. Known to the recipient party prior to receipt thereof under this Agreement from its own independent sources as evidenced by the recipient party's records, and which was not acquired, directly or indirectly, from the disclosing party;

c. Received by the recipient party from any third party having a legal right to transmit such information and not under any obligation to the disclosing party to keep such information confidential;

d. Independently developed by the recipient party without use of, or resort to, the information disclosed to it by the disclosing party; or

e. Required to be disclosed pursuant to law, providing the recipient party uses reasonable efforts to give the disclosing party reasonable notice of any such required disclosure.

If only a portion of any Confidential Information falls under any of these exceptions, then only that portion shall be excluded from the terms of this Agreement.

5. Duration of Obligations.

   a. Each party's obligations shall continue with respect to any particular item of Confidential Information until that information is no longer protected by this Agreement.

   b. Nothing contained in this Agreement shall obligate the disclosing party to disclose any particular Confidential Information to the recipient party.

   c. The disclosing party shall have total control over the nature and extent of its disclosures of Confidential Information.

   d. Nothing contained in this Agreement shall obligate recipient party to accept any disclosures of Confidential Information.

   e. The recipient party may, at any time, give written notice to disclosing party stating that it no longer wishes to receive such Confidential Information.

   f. No such action by either party shall relieve the recipient party of its obligations to the disclosing party with regard to Confidential Information previously delivered to recipient party by the disclosing party.

6. Return or Destruction of Material. Upon the disclosing party's request, the recipient party will promptly destroy or return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information (in any form and including, without limitation,

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all analysis, evaluations, summaries, copies and excerpts of Confidential Information). At the disclosing party's option, the recipient party will provide written certification of its compliance with this Section.

7. Exclusive Property; No Rights Granted. All Confidential Information will remain the exclusive property of the disclosing party. The disclosing party's disclosure of Confidential Information will not constitute an express or implied grant to the receiving party of any rights to or under the disclosing party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

8. Independent Development. The disclosing party acknowledges that the recipient party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the recipient party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the receiving party does not violate any of its obligations under this Agreement in connection with such development.

9. Legal Obligation. Unless and until a definitive agreement between the parties with respect to any transaction contemplated by this Agreement has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of any other written or oral expression with respect to such a transaction by any of its executives, directors, employees, counsel, financial advisors or other representatives except for the matters specifically agreed to in this Agreement.

10. Entire Agreement. This written Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and agreements whether oral or written relating to such Confidential Information.

11. Successors and Assigns. This Agreement is exclusive to the parties hereto and may not be assigned or transferred by either party in whole or in party, without the prior written consent of the other party. This Agreement shall

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inure to the benefit and be binding upon the successors and permitted assigns of the parties.

12. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of New Mexico, excluding any statutes or rules of any jurisdiction with respect to conflict of laws.

13. Relief.

    a. Each party acknowledges that any unauthorized disclosure or use of the opposite party's Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

    b. In the event of any actual or potential breach of this Agreement, the disclosing party shall give the recipient party written notice of such actual or potential breach.

    c. If such actual or potential breach can be remedied without cost or harm to the disclosing party, the recipient party shall have five (5) working days to remedy such actual or potential breach and provide evidence of such remediation to the disclosing party in a manner acceptable to the disclosing party in its reasonable discretion.

    d. If the actual or potential breach cannot be timely remedied in a manner acceptable to the disclosing party in its reasonable discretion, the disclosing party may direct recipient party to immediately cease any use of the Confidential Information and return all Confidential Information as set forth above, and consider the remedies set forth in this Agreement in addition to and not in lieu of, any other remedy or relief available under applicable law.

    e. The recipient party shall indemnify and hold harmless the disclosing party from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including reasonable attorney and expert fees and court costs) arising out of or in connection with the breach by the recipient party of this Agreement and/or the enforcement of this indemnity.

14. Survival.

    a. The invalidity or unenforceability of any particular provision of this Agreement in whole or in part shall not affect any other provision

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hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.

b. Failure by any party to enforce at any time any term or condition under this Agreement shall not be construed as a waiver on that or any future occasion of that party's right to enforce each and every term and condition of this Agreement.

c. This Agreement may not be modified or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

RESPONDENT	NEW MEXICO COUNTIES
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Name of Company:_____	Date: _____, 20___
Date: _____, 20___	

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DISCLOSURES

A. Acknowledgement of Receipt Form

This Acknowledgement of Receipt Form should be signed and submitted by the date specified in the RFP Schedule or as soon as possible thereafter (note that submitting after the date specified in the RFP Schedule may result in missed distributions and Proposer should verify with NMCIA to see if any documents have been issued before submittal of this form.) Only potential Proposer who elects to return this form will receive copies of all submitted questions and written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with attachment number two: Pricing Table.

ORGANIZATION:_____

CONTACT:_____

TITLE: _____

PHONE NO.:_____

EMAIL:_____

ADDRESS:_____

CITY:_____ STATE: _____

ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

Subject Line: Actuarial Services RFP Acknowledgement of Receipt Form

To: Roberta Gonzales, CPO & Eddy County Finance Director

E-mail: roberta@eddycountynm.gov

B. Letter of Transmittal Form

Items #1 TO #2 each must be completed in full. Failure to respond to all items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL. DO NOT LEAVE ANY ITEM BLANK. (N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Proposer/Company	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Proposer:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement as set forth in this RFP.
- I concur that submission of this proposal constitutes acceptance of all terms and conditions contained in this RFP (unless specifically noted or taken exception to otherwise in my proposal).

_____

___ _____, 20_____

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*

C. Statement of Compliance

The Proposer must sign one, and only one, of the declarations stated below.

Either: No Exceptions Taken.

The undersigned declares that the proposal submitted by _____ (Name of business) will provide items and/or services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken**.

_____

Signature Date

_____

Printed Name and Title

Or: Exceptions Taken.

By signing below, the Proposer acknowledges that the proposal submitted by (Name of Business) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP or proposed contract. By signing below, the Proposer declares their **proposal includes a page(s) clearly labeled "Exceptions to Specifications" which identifies each item to which the proposal is taking exception** or is proposing change to, including any suggested rewording of the contractual obligations, and identifies the reasons for submitting the proposed exception or change. NMCIA reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken. **Proposer must attach separate sheet(s) detailing exceptions if this option is selected**

_____

Signature Date

_____

Printed Name and Title

Conflict of Interest Declaration

Proposer represents and warrants the following:

1. No Current or Prior Conflict of Interest. The Proposer has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.

2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, Proposer/contractor shall immediately inform NMCIA in writing of such conflict.

3. Termination for Material Conflict. If, in the reasonable judgment of the County such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may modify or terminate the contract upon written notice to Contractor.

4. If the Proposer is a former employee of NMCIA, state the date of separation/retirement here:

_____

(write N/A if not applicable).

5. If the Proposer is a current employee of NMCIA, the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with NMCIA, state name of entity, employee name and position held here:

_____

_____

(write N/A if not applicable).

_____

Signature Date

_____

Printed Name and Title

Affidavit of Non-Collusion

I state that I am the _____ (title) of _____ (name of business) and that I am authorized to make this affidavit on behalf of my business, and its owners, directors, and officers. I am the person responsible in my business for the price(s) and the amount of this Proposal.

I further state that:

1) The price(s) and amount of this Offer have been arrived independently and without consultation communication or agreement with any other Proposer or potential Proposer.
2) That neither the price(s) nor the amount of this proposal, have been disclosed to any other business or person who is a Proposer or potential Proposer, nor they will not be disclosed before proposal opening.
3) No attempt has been made or will be made to induce any business or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any business or person to submit a complementary or other noncompetitive proposal.
5) This business, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
6) I state that this business understands and acknowledges that the above representations are material and important and will be relied on by NMCIA in awarding. I understand and my business understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from NMCIA of the true facts relating to the submission of Proposers for this contract.

_____

Authorized Signature Date

_____

Printed Name

New Mexico Resident Business Preference

_____
(Name of Business) hereby certifies the following regarding NM resident business preference:

Please check one box only:

- ☐ This business **does not have** NM Resident Business Preference Certification

- ☐ This business **has** the following qualifying New Mexico Business Preference:

    - Resident Business
    - Native American Resident Business
    - Resident Veteran Business
    - Native American Resident Veteran Business
    - Other NM Business Preference (specify below)

      _____

(Must include a copy of your preference certificate with proposal to have preference considered)

If claiming a Resident or Native American **Veterans** Preference Certification, state annual gross revenue for preceding calendar year:

$_____
(note that for gross revenue exceeding $6,000,000 preference may not be considered pursuant to 13-1-21, NMSA 1978)

"I declare under penalty of perjury the above information 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 representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A

denial of consideration of preference or award, or recension of award, may be made if the statement is proven incorrect.

_____

(Signature of Business Representative) * (Date)

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official, shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 things 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 a 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 [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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 BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

_____

_____

Relation to Prospective Contractor:

_____

Date Contribution(s) Made:

_____

_____

Amount(s) of Contribution(s):

_____

_____

Nature of Contribution(s):

_____

_____

Purpose of Contribution(s):

_____

_____

(Attach extra pages if necessary)

_____

Signature Date

_____

Title (position)

--OR—

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

_____

Signature Date

_____

Title (Position)

Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with a State agency or Local Public Body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

a.) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body.

b.) Have, within a three-year period preceding this offer, been convicted of or had civil judgement rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or 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;

c.) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.

d.) Have, 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.

i. Taxes are considered delinquent if both of the following criteria apply:

(a) The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not finally determined if there is a pending administrative of judicial challenge.

(b) In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

ii. 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 made due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

e.) 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. 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 entity. The Offeror shall provide immediate written notice to the Procurement Administrator or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure will be considered int the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.

f.) Nothing contained in the foregoing shall be constructed to require established a system of records to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The disclosure provided is a material presentation of facts upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicated for or otherwise criminally or civilly

charged by any government entity (federal, state, or local) with commission for any offenses named in this document, the contractor must provide immediate written notice to the Procurement Administrator or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the SPA, BOCC or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

D. 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 all otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect procurement. This right is at the sole discretion of the Evaluation Committee.

Protest Deadline

Any protest by a bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. 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 grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be delivered to:

Roberta Gonzales, CPO & Eddy County Finance Director
Email: roberta@eddycountynm.gov