

OTERO COUNTY
REQUEST FOR PROPOSALS (RFP)



MANAGEMENT/LEASE FOR 204 ANGELINA BLVD

NM Commodity Code(s): 95815, 95816

RFP NO. 26-005

Deadline: Tuesday, March 4, 2026 @ 2:00 PM

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I. ADVERTISEMENT
OTERO COUNTY
Information Technology Managed Services
RFP NO. 26-004

The County of Otero is issuing a Request for Proposals for the management and operation of our primary care health clinic located in the community of Chaparral, New Mexico. The successful Proposer will have experience in running similar facilities; offer a detailed plan of startup; offer a detailed plan of coordination with the New Mexico Department of Health in accordance with 7 NMAC 11.2 for licensure; a plan for staffing; a plan for coordinating the construction and equipping of the new facility; and provide an analysis of patient costs.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest in satisfying the County's objectives established for this effort. The proposal should also clearly demonstrate your ability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

Otero County reserves the right to reject any and all proposals in part or in whole. All proposals must be received by **2:00PM on Tuesday March 4, 2026, at the Otero County Purchasing Division, 1101 New York Ave, Alamogordo, NM 88310**. Building hours are Monday – Thursday 7:00 AM – 6:00 PM.

By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

There will not be a pre-proposal conference. If you have any questions concerning this RFP, please email Wendy Robinson, Procurement Manager at wrobinson@co.otero.nm.us no later than February 12, 2026.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Wendy Robinson, Procurement Manager, 1101 New York Ave, Rm 118 Alamogordo, NM 88310, or by telephone at (575) 434-0710 or on our website at <https://co.otero.nm.us/Bids.aspx?CatID=17>.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY OTERO COUNTY.

Otero County
Published 01/31/2026 ADN

II. INTRODUCTION

A. **PURPOSE OF THIS REQUEST FOR PROPOSAL**

The County of Otero is issuing a Request for Proposals for the management and operation of our primary care health clinic located in the community of Chaparral, New Mexico. The successful Proposer will have experience in running similar facilities; offer a detailed plan of startup; offer a detailed plan of coordination with the New Mexico Department of Health in accordance with 7 NMAC 11.2 for licensure; a plan for staffing; a plan for coordinating the construction and equipping of the new facility; and provide an analysis of patient costs.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest in satisfying the County's objectives established for this effort. The proposal should also clearly demonstrate your ability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

In order to adequately supply the committee members involved in reviewing RFP's and making the selection, we are requesting **one (1) original, three (3) copies and one (1) electronic copy** of the RFP to be submitted. **Submit one (1) original fee estimate under separate sealed cover on your firm's letterhead and mark it "Fee Estimate."** Make certain you address all items requested to ensure a responsive submittal.

B. **BACKGROUND**

The Chaparral Health Clinic is located at 204 Angelina Boulevard, within the unincorporated community of Chaparral, NM. It borders Dona Ana County to the west and EL Paso County Texas to the South; it is 17 miles north of EL Paso Texas. Chaparral is one of the largest unincorporated communities in the State of New Mexico. The Clinic is 4,170 square feet and it was built in 2010. Clinic is occupied by Presbyterian Medical Services currently. The building provides a reception area, four exam rooms with sinks, offices, bio-hazard room with a separate outside entrance, nurses station, a drug room, breakroom, janitor's closet, and two handicapped accessible restrooms.

This will be a Management/Lease agreement the building was appraised at \$47,955.00 PER ANNUM.

Otero County will accept in-kind contributions, i.e. volunteer labor, as part of the rent.

Proposers shall provide, store, and utilize at their own expense, all consumable items related to the work. All utilities and janitorial expenses will be paid by the Lessee. This will be a one (1) year

contract with the option to renew for an additional three (3) years not to exceed a total of four (4) years.

C. SCOPE OF WORK

The successful proposal shall include, but is not limited to:

1. A detailed history of the organization's experience with administering similar clinic facilities and applicable certification/licenses to operate the facilities in the State of New Mexico.
2. Documentation demonstrating financial solvency and outstanding past record of performance.
3. A detailed plan for staffing the facility.
4. An analysis of individual medical costs; a commitment to controlling individual patient costs; a sliding scale patient cost discussion, an estimated operating budget to include indigent care.
5. A detailed cost proposal, under separate cover, to operate the facility for the county.

D. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Otero shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.

4. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

E. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Wendy Robinson, Procurement Manager

Otero County Purchasing Division
1101 New York Ave, Rm 118
Alamogordo, NM 88310
Phone: (575)434-0710
Email: wrobinson@co.otero.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. **Offerors may ONLY contact the Procurement Specialist listed above regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.**

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Otero County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Otero County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

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

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

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

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

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Otero County Purchasing Department.

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

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

“Responsive Offer” or ***“Responsive Proposal”*** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

THIS SECTION LEFT INTENTIONALLY BLANK

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Department	01/31/2026
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	NA
3. Acknowledgement of Receipt Form	Offerors	02/10/2026
4. Deadline to Submit Additional Questions	Offerors	02/19/2026
5. Response to Written Questions	Purchasing Division	02/23/2026
6. Submission of Proposal (2:00 PM)	Offerors	03/04/2026
7. Proposal Evaluation Review	Evaluation Committee	03/05/2026
8. Selection of Finalist	Evaluation Committee	TBD
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

Note: *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.*

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Otero County Manager's Office and the Purchasing Department.

2. **Pre-Proposal Conference**

This RFP *will NOT* include a pre-proposal conference. All questions regarding the RFP must be submitted in writing to the Purchasing Agent by February 19, 2026 by 5:00 PM.

3. **Acknowledgement of Receipt Form**

Potential offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on February 10, 2026.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

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

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II.E and sent via facsimile or e-mail. *Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.*

5. **Response to Written Questions**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than three (3) day after the answers or addenda were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM, TUESDAY, MARCH 4, 2026. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be labeled to clearly indicate that they are in response to the County's Request for Proposals **No. 26-005 Management/Lease 204 Angelina Blvd. ELECTRONIC SUBMISSION WILL NOT BE ACCEPTED.**

Proposals must be addressed to:

Wendy Robinson, Procurement Manager
Otero County Purchasing Department
1101 New York Ave, Rm 118
Alamogordo, NM 88310

A public log will be kept of the names of all offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the offerors.**

8. **Selection of Finalists (If Applicable)**

The Evaluation Committee may select and the Procurement Specialist may notify the finalist offerors on the date indicated in the Sequence of Events at Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

9. **Best and Final Offers from Finalists (If Applicable)**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

10. **Oral Presentation by Finalists (If Applicable)**

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation. All finalist offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be limited to one (1) hour in duration.

11. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. **Contract Award**

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Otero Procurement Manager. **Only by the determination of the Procurement Manager, the County reserves the right to issue a multiple award pursuant to NMSA 1978 13-1-153.**

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. **Right to Protest**

Any protest by an offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Otero County Purchasing Department:

Otero County Purchasing Department
Attn: Wendy Robinson, CPO/ Procurement Manager
1101 New York Ave, Rm 118
Alamogordo, New Mexico 88310

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Otero County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 90 days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

An offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates Otero County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the proposal.

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the offeror should have a valid e-mail address to receive e-mail correspondence.

25. Preferences in Procurement by Otero County

a. *New Mexico In-state Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference for any Offeror requires the

Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 8% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business' payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10%, of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

c. *Native American Preference Certificate.*

Native American member-owned resident veteran business, Native American resident contractor, or Native American resident veteran contractor certificate issued by the State Taxation and Revenue Department, under law, Native American-owned companies will receive either eight or ten percent equivalent based on whether they are also a veteran-owned business.

The resident contractor preference is not cumulative with the resident veteran contractor preference or the Native American preference certificate.

The Resident Business, Resident Veteran Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

When submitting your responses Submit One (1) original, One (1) thumb drive and three (3) copies of your proposal and a separate file as Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to fifteen (15) pages, with exception to licenses, certifications resumes, etc., which may be included in the proposal as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1” margins and normal line spacing.

1. Proposal Organization

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

- a) Letter of Transmittal (*not counted against page limit*)
- b) Response to County Terms and Conditions (*not counted against page limit*)
- c) Table of Contents (*optional and not counted against page limit*)
- d) Response to Specifications – Evaluation Factors
- e) Copy of insurance certificate (*not counted against page limit*)
- f) Cost Proposal (***Separate document from the written proposal. This is not counted against page limit***)
- g) Campaign Contribution Disclosure Statement (*not counted against page limit*)

Within each section of the proposal, offerors should address the items in the order in which they appear in this RFP under **Section V.B. EVALUATION CRITERIA**. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

3. The following information must be included in your proposal:

Familiarity with the Community

- a. Describe in summary fashion the history and purpose of the organization/business.
- b. Describe how the agency or organization will provide the requested services
- c. Describe the community needs that your agency's services will address. Describe your organization's constituency, including the anticipated number of individuals and/or family units that will receive each of your program services during the contract year.

Past Record of Performance

Provide a summary of the business or organization's **Experience** within the past three (3) years in providing services of the type requested here. Include **Accomplishments** with highlights of the current year.

Organizational Structure

- a. Include a list of all staff positions that will be providing services under a contract, their job status full-time/part-time), staff qualifications and certifications, licenses and affiliations as appropriate (especially for prospective Social Service providers). Resumes are not necessary.
- b. If applicable, describe the board or governing body. List the names, addresses and phone numbers of current members with officers identified.
- c. Include a copy of your organization's current functional organizational chart. This chart should include reporting relationships and should list all staff positions.
- e. Include a summary of the number of volunteers in your organization and their roles, if applicable.

Fiscal and Administrative Capacity

- a. Describe your long-term funding strategy, and your efforts to obtain non-County funds to support current and future services. Please acknowledge any in-kind contributions received by your organization.

Public Relations and Collaboration

- a. Describe the agency or organization's efforts to market/advertise programs and

services.

- b. Describe the outreach function of the organization or agency, describe how the organization identifies and communicates with its constituency.
- c. If the agency or business has an Internet presence, give the web address.
- d. Describe all types of media (print, radio, internet, social, etc.) used by the organization for publicity, marketing, and outreach.
- e. Also, include a description of how the agency is involved in **Community-wide Collaboration Activities** (e.g., coalition membership, community health councils, interagency project collaboration, networking, etc.) Briefly describe collaborative events or programs in which the organization has been involved.

Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting person or organization.
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization.
- d) Identify the names, titles and telephone numbers of people to be contacted for clarification.
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization.
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

Otero County intends on awarding a contract with an initial term of one year, with the option to renew up to an additional three years.

B. EVALUATION CRITERIA

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. **Prior Experience**

- Points will be awarded based on number of years of providing similar health clinic operation and management services, and the depth and breadth of offeror's response. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

2. **Reference and past record of performance**

- Minimum of three references and past record of performance, such as control cost, quality of work.

3. **Project Management**

- Ability and resources to effectively manage and complete work on schedule.

C. **COST PROPOSAL (Appendix E) – IN A SEPARATE DOCUMENT, provide the Offeror's hourly rates as the cost proposal.**

Using Appendix D, the Offeror shall propose their cost breakdown for the tasks listed in the scope of work, in addition to providing their hourly rate sheet.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

- | | | |
|----|---|-------------------|
| 1. | Prior Experience..... | 200 points |
| 2. | Reference and past record performance | 200 points |
| 3. | Project Management | 100 points |
| 4. | Cost..... | 100 points |

TOTAL POINTS 600 points

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate or Native American Resident/Veteran Business Certificate , the applicable preference will be applied.

- | | | |
|----|---|------------------|
| 5. | Proposal contains a valid N.M. Resident or Native American Resident Business Certificate..... | 48 points |
|----|---|------------------|

OR

- | | | |
|----|--|------------------|
| 6. | Proposal contains a valid Resident Veteran or Native American Resident Business Certificate..... | 60 points |
|----|--|------------------|

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated using the factors in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM Management Lease 204 Angelina Blvd RFP No. 26-005

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **February 10, 2026**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Wendy Robinson, Purchasing Manager
Otero County Purchasing Department
1101 New York Ave, Rm 118
Alamogordo, NM 88310
(575) 434-0710

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political

committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Commissioners Vickie Marquardt, Gerald Matherly, Amy Barela; Assessor James Bowman; Clerk Selina Maes; Probate Judge Jessica Suggs; Treasurer Karl Melton; Sheriff David Black

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

APPENDIX C
RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says

that he/she is

(title) _____

of (organization) _____

who submits herewith to the County of Otero proposal;

That all statements of fact in such proposal are true;

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

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

That prior to the public opening and reading of proposal, said bidder;

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

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____

APPENDIX E
COST PROPOSAL

**OTERO COUNTY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____ by and between Otero County hereinafter referred to as "County" and _____ hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following professional services to the County:

Provide services in strict accordance to RFP 26-005 hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of as needed or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS RFP # 26-005 by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, THE COUNTY SHALL PAY APPLICABLE TAXES.

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated Auditor. The County shall have the right to audit billings both before and after payment; payment under this

Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin _____ and renewable on an annual basis and terminated on _____ unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Assignment: The contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

11. Scope of Agreement: This Agreement incorporates all the Agreements, covenants, and understandings between the parties thereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. 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 kick-backs. Receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit

offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

CONTRACTOR:

By: _____
Chairperson Vickie Marquardt

By: _____
SIGNATURE

Date: _____

Name; Type or Print

Mailing Address:

Attorney: _____

RB Nichols

Date: _____

TELEPHONE: () _____

FAX () _____

FEDERAL ID# _____

ATTEST:

Selina Maes, Clerk

Date: _____



WILKINSON, PENDERGRAS & ASSOCIATES, LP

Real Estate Valuation & Advisory Services

JACK H. WILKINSON, MAI, CPA – OF COUNSEL
GENEVIEVE S. PENDERGRAS, MAI
CRYSTA G. LEVICK, APPRAISER TRAINEE

PO BOX 13501, EL PASO, TX 79913
PHONE (915) 845-3459 FAX (915) 242-0935
GPENDERGRAS@WPBEP.COM
WWW.WPBEP.COM

December 17, 2025

Ms. Wendy Robinson
Chief Procurement Officer
Otero County
1101 New York Avenue
Alamogordo, New Mexico 88310

Re: Chaparral Family Health Center located at 204 Angelina Boulevard, Chaparral, Otero County, New Mexico 88081, Appraiser's File Reference #10872

Dear Ms. Robinson:

The purpose of the following appraisal report is to develop an opinion of market rent for a family health center located at 204 Angelina Boulevard, Chaparral, New Mexico 88081. The subject property is a 4,170 square foot building that is situated on 55,234 square feet, or 1.268 acres, of land. My client and intended user are Otero County. The intended use of the appraisal is for internal decision-making purposes.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and the attached limiting conditions.

Market Value as used in this report is defined as the most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer.

Ms. Robinson
December 17, 2025
Appraiser's File Reference #10872

I am of the opinion that the current market rent of the subject property as of November 24, 2025, is as follows:

ESTIMATE OF MARKET RENT				
	SF	Annual Rate / SF	Annual	Monthly
Family Health Center	4,170	\$11.50	\$47,955	\$3,996

** Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 8 of this report*

The value conclusion is subject to the assumptions and limiting conditions, certification and extraordinary assumptions, if applicable, and definitions found herein. This letter is invalid as an opinion of value if detached from the report.

I, the undersigned, do hereby certify that to the best of my knowledge and belief, the facts and data used herein are true and correct and that I, Genevieve S. Pendergras, MAI, have no interest present or current therein.

Respectfully submitted,



Genevieve S. Pendergras, MAI
State Certified
NM-02600-G