

County of Otero Purchasing

1101 A New York Ave.

Alamogordo, NM 88310

(575) 434-0710

FAX (575) 443-2914



RFP 13-024

Management of the Health
Clinic located in Chaparral,
New Mexico for Otero County
Administration

Proposal Deadline: Thursday May 16, 2013
@ 3:00 PM

Purchasing Agent: Ginger Herndon

COUNTY OF OTERO
RFP #13024

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that a Request for Proposal(s) will be received at the Office of the Otero County Purchasing Agent, 1101 New York Ave, Room 118, Alamogordo, New Mexico, 88310, prior to the appointed hour for the opening listed below, at which time the bids will be recorded as received.

Copies of the Request for Proposals can be obtained in person at the Office of the Purchasing Agent at 1101 New York Ave, Room 118, Alamogordo, NM 88310 or will be mailed upon written or telephone request to Otero County Purchasing (575) 434-0710 or on our web site at: <http://co.otero.nm.us> **CLICK ON NEW SITE**

RFP # 13-024 Management of the Health Clinic Chapparral, New Mexico

Opened Thursday, May 16, 2012 @ 3:00

SECTION 1	GENERAL INFORMATION
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GENERAL INFORMATION/PROJECT DESCRIPTION

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 to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability 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 the RFP's and making the selection, we are requesting **one (1) original and three (3) copies** 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.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

SECTION 2 SCOPE OF WORK

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.

SECTION 3 EVALUATION CRITERIA

3.1 CRITERIA AND POINT VALUES

3.1.1 Proposals must address each of the following criteria. Each proposal may be awarded percentage point up to the amount listed in parentheses.

	<u>Suggested Points</u>
3.2 EXPERIENCE OF FIRM Experience and knowledge of the agency needs and service to be provided.	[25]
3.3 REFERENCES AND PAST RECORDS OF PERFORMANCE (Minimum of three references and past record of performance, such as control cost, quality of work and ability to meet schedules).	[25]
3.4 PROJECT MANAGEMENT Ability and resources to effectively manage and complete the work on schedule	[25]
3.5 PROPOSAL SUBMITTAL FORMAT Described in section 4.3	[5]
3.6 PROPOSAL FEES	[20]
TOTAL POSSIBLE POINTS	[100]

SECTION 4 INSTRUCTIONS TO OFFERORS

NOTICE TO PROPOSER

PROPOSAL SUBMITTAL FORMAT SEE SECTIONS 4.3

Non-compliance shall result in a non-responsive proposal.

4.1 DEFINITIONS AND TERMS

- 4.1.1 Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 4.1.2 Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 4.1.3 Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).
- 4.1.4 Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.
- 4.1.5 Purchasing Agent:** means the person or designee authorized by the County of Otero to manage or administer a procurement requiring the evaluation of proposals.
- 4.1.6 Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 4.1.7 Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (13-1-83 NMSA 1978).
- 4.1.8 Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (13-1-85 NMSA 1978).
- 4.1.9** The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror’s proposal.
- 4.1.10** The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

4.2 REQUEST FOR PROPOSAL DOCUMENTS

4.2.1 COPIES OF REQUEST FOR PROPOSALS

4.2.1.1 A complete set of the Request for Proposals may be obtained from the County of Otero as stated in the RFP Notice.

4.2.1.2 A complete set of the Request for Proposals shall be used in preparing proposals; the County of Otero assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

4.2.1.3 The County of Otero in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

4.2.2 INTERPRETATIONS

4.2.2.1 All questions about the meaning or intent of the Request for Proposals shall be submitted to the Purchasing Agent of the County of Otero in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County of Otero having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.2.2.2 Offerors should promptly notify the County of Otero of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

4.2.3 ADDENDA

4.2.3.1 Addenda will be mailed, by facsimile or hand delivered to all who are known by the County of Otero to have received a complete set of Request for Proposals.

4.2.3.2 Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

4.2.3.3 No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

4.2.3.4 Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

4.3 PROPOSAL SUBMITTAL PROCEDURES

4.3.1 NUMBER, FORM AND STYLE OF PROPOSALS

4.3.1.1 Offerors shall provide one (1) original and three (3) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

4.3.1.2 All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin;

4.3.1.3 All proposals must be a maximum of 25 pages, including title, index, etc., not including front and back covers.

4.3.1.4 **Any Proposal that does not adhere to this format, and which does not address each specification or requirement within the RFP shall be deemed non-responsive and rejected on that basis.**

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

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

4.3.1.7 A pre-proposal conference will not be held.

4.3.2 SUBCONSULTANTS

4.3.2.1 The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted Work.

4.3.2.2 The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontractor under this proposal, must be acceptable to the County of Otero after verification by the County of Otero of the current eligibility status, including but not limited to suspension or debarment by the County of Otero.

4.3.3 DEBARRED OR SUSPENDED CONTRACTORS

4.3.4.1 A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the County of Otero and shall not be considered for award of

the contract during the period for which it is debarred or suspended with the County of Otero.

4.3.5 SUBMITTAL OF PROPOSALS

- 4.3.5.1** Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope.
- 4.3.5.2** The envelope shall be addressed to the Purchasing Agent of the County of Otero. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposals number date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation “**SEALED PROPOSAL ENCLOSED**” on the face thereof.
- 4.3.5.3** Proposals received after the date and time for receipt of Proposals will be returned unopened.
- 4.3.5.4** The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent’s office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE., Room 118
ALAMOGORDO, NM 88310

HAND DELIVERED

OFFICE OF THE PURCHASING
1101 NEW YORK AVE, Room 118
ALAMOGORDO, NM 88310

- 4.3.5.5** Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

4.3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

- 4.3.6.1** A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- 4.3.6.2** Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

4.3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- 4.3.7.1** In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are a part of these Request for Proposals.

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

4.3.8 REJECTION OR CANCELLATION OF PROPOSALS

4.3.8.1 This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the County of Otero. A determination containing the reasons therefore shall be made part of the RFP file (13-1-131 NMSA 1978).

4.4. CONSIDERATION OF PROPOSALS

4.4.1 RECEIPT, OPENING AND RECORDING

4.4.1.1 Proposals received on time will be opened publicly or in the presence of two witnesses and the name of the Offeror and address will be read aloud.

4.4.1.2 The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (13-1-116 NMSA 1978).

4.4.2 PROPOSAL EVALUATION

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

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

4.4.2.2 The County of Otero shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror which do not alter the quality of the services (13-1-132 NMSA 1978).

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

4.4.2.4 Selection Process: 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the County of Otero. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
- 2) If fewer than three business have submitted a statement of qualifications for a particular RFP, the committee may:
 - a) rank in order of qualifications and submit to the County of Otero for award those businesses which have submitted a statement of qualifications; or
 - b) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978).

4.4.3 NEGOTIATIONS (13-1-122 NMSA 1978)

4.4.3.1 The County of Otero's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

4.4.3.2 The County of Otero will notify the business selected for award

4.4.4 NOTICE OF AWARD

4.4.4.1 After award by the County of Otero, a written notice of award shall be issued by the County of Otero with reasonable promptness (13-1-100 and 13-1-108 NMSA 1978).

4.5. POST-PROPOSAL INFORMATION

4.5.1 PROTESTS

4.5.1.1 Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County of Otero Purchasing Agent in accordance with the requirements of the County of Otero's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

4.5.1.2 In the event of a timely protest under this section, the Purchasing Agent and the County of Otero shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award is necessary to protect substantial interests of the County of Otero (13-1-173 NMSA 1978).

4.5.1.3 The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).

4.5.1.4 The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- 1) State the reasons for the action taken; and
- 2) Inform the Protestant of the right to judicial Review of the determination (13-1-183 NMSA 1978).

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

4.5.2 EXECUTION AND APPROVAL OF AGREEMENT

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

4.5.3 NOTICE TO PROCEED

4.5.3.1 The County of Otero will issue a written Notice to Proceed to the Offeror.

4.5.4 OFFEROR'S QUALIFICATION STATEMENT

4.5.4.1 Offeror to whom award is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make

satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978)

4.6.1 EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

4.6.1.1 Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Contractor agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

SECTION 5 GENERAL TERMS AND CONDITIONS

5.1 GOVERNING LAW

5.1.1 The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

5.2 INDEPENDENT CONTRACTORS

5.2.1 The Offeror and his agents and employees are independent Contractors and are not employees of County of Otero. The Offeror and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County of Otero vehicles, or any other benefits afforded to employees of the County of Otero as a result of the Agreement.

5.3 BRIBES, GRATUITIES AND KICK-BACKS

5.3.1 Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

5.4 STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFERER

5.4.1 The form of agreement required by the funding agency or issued by the County of Otero will be used for this project. A copy of agreement is enclosed with proposal.

7.1 CONTRACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS

7.1.1 Prior to, and after submittal of proposal, prospective Offerors shall **not** make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP

8.1 INSURANCE

8.1.1 The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #13-024

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Otero, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Otero, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Otero.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Fed ID No.: _____

Signature: _____

**Name
(type/print):** _____

Title: _____

Telephone: (_____) _____ **Fax No:** (_____) _____

Date: _____ -

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.
9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

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

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

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

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

The following definitions apply:

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

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

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 OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

RFP NO:

CONTRACT NO: PS

COST ACCOUNT:

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 _____, 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 _____ 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 PER BID # _____ , 0 per diem at the rate of \$ 0 , per 0 for 0 , plus mileage at the rate of \$ 0 per mile for \$ 0 miles, plus \$ 0 per copy \$ 0 of other expenses such compensation per diem, mileage, and other expenses not to exceed \$ 0 in total payable in 0 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 threatened 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:

By: _____
Chairperson Susan Flores

Date: _____

Attorney: _____
Daniel Bryant

Date: _____

CONTRACTOR:

By: _____
SIGNATURE

Name; Type or Print

Mailing Address:

ATTEST:

Denise Guerra, Clerk

Date: _____

PREFERENCE# _____

TELEPHONE: () _____

FAX-() _____

FEDERAL ID# _____