

**County of Otero Purchasing**  
1101 New York Ave., Room 118  
Alamogordo, NM 88310  
(575) 434-0710  
FAX (575) 443-2914



Request for Proposal No. 15-019  
For Inmate Health Care Services  
For the Otero County Detention Center  
Proposal Deadline: Thursday, February 19,  
2015 @ 3:00 PM.

Purchasing Agent: Ginger Herndon

**COUNTY OF OTERO**  
**RFP #15-019**

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

**TITLE:** INMATE HEALTH CARE SERVICES  
**RFP NO:** 15-019  
**OPEN:** THURSDAY, FEBRUARY 19 @ 3:00

**PRE-PROPOSAL CONFERENCE:** THURSDAY, JANUARY 22, 2015

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT  
PHONE: (575) 434-0710 EMAIL ([gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us))

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

**VIA MAIL**  
OTERO COUNTY PURCHASING  
1101 NEW YORK AVE. ROOM 118  
ALAMOGORDO, NN 88310

**HAND CARRIED**  
PURCHASING OFFICE  
1101 NEW YORK AVE, ROOM 118  
ALAMOGORDO, NM 88310

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

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

**ENVELOPE PREPARATION:** THE ENVELOPE/PACKAGE *CONTAINING FOUR (4) PROPOSAL COPIES AND ONE (1) ORIGINAL* MUST BE SEALED AND THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). PROPOSAL NUMBER ASSIGNED BY THE COUNTY TO THE REQUEST FOR PROPOSALS
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL OR SUBSEQUENT ADDENDA

**NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL BE ACCEPTED**

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

The County of Otero, on behalf of the Otero County Adult Detention Center (hereinafter OCDC), seeks sealed proposals from qualified companies that can do business in the State of New Mexico to provide comprehensive inmate healthcare services consistent with all applicable federal, state and local laws and requirements in the most cost effective manner possible.

## **BACKGROUND**

The Otero County Adult Detention Center (OCDC) located at 1958 Martin Luther King Jr. Blvd, Alamogordo, NM. OCDC is a 52,763 square foot facility made up of a recreation area, cell pods, medical area, kitchen and administrative area. It houses both male and female inmates, capacity is 208 but at times we are over that. There is one RN, and four Medical Officers (they dispense the meds). Current physician is at the Detention Facility once a week for approximately 5 hours, and receives calls from the RN when he is not on site. Otero County currently uses CHC Correctional Healthcare Companies. County currently pays for all offsite medical cost, pharmaceuticals, outpatient/specialist care.

Otero County needs as comprehensive program that will provide adequate healthcare for OCDC inmates, consistent with all applicable federal, state and local and local laws and requirements in the most cost effective manner possible.

## **SUMMARY SCOPE OF WORK**

The scope of work consists of providing a comprehensive inmate healthcare program to the OCDC that meets all federal, state and local requirements, as well as commonly accepted industry standards and expectations, in the most cost effective manner possible. .

## **SCOPE OF PROCUREMENT**

The scope of the procurement consists of identifying a company to provide comprehensive inmate healthcare services. The term of this contract shall be for one (1) year. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. This procurement will result in a single source award. Contractor performance will begin on April 1, 2015.

## **PART 1-PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION**

**1. CLARIFICATION-** Any inquiries or requests regarding clarification of this procurement Documents shall be submitted to the Procurement Office in writing. Contact information is Ginger Herndon, 1101 New York Ave., Room 118, Alamogordo, NM 88310 or [gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us) Offerors may contact **ONLY** the Procurement Officer regarding the terminology stated in the procurements documents. Other County employees do not have the authority to respond on behalf of the County.

1.1 Offerors Shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.2 No Addendum will be issued later than five (5) days prior to the date for receipt of Proposal, except and Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposal.

1.3 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. Make certain you address all items requested to ensure a responsive submittal.

1.4 If you have the experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP. 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. The County intends to enter into a contract with one firm to provide the above mentioned services for one (1) year with the option to renewal for an additional three (3) years not to exceed a total of four (4) years.

**2. DEFINITIONS-** This section contains definition that are used throughout this procurement document, including appropriate abbreviations:

**"Agency"** Otero County

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

**"Contractor"** means a successful Offeror.

**"Determination"** means the written documentation of a decision of a 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.

**"Evaluation Committee Report"** means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Board of County Commission and/ or County Manager for contract award. It contains all written determinations resulting from the evaluation.

**"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"** or Proposer is any person, corporation, or partnership who chooses to submit a proposal.

**"Purchase Order"** means the document which directs a contractor to deliver items of tangible personal property or service pursuant to an existing contract.

**"Procurement Manager"** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"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 his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**"Responsive Offer"** or "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.

**EXCEPTIONS-** Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

**IRREGULARITIES** - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposer submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

**COST** – All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with the procurement and any negotiations with the County will be borne by the Proposer.

**NO OBLIGATION** – This procurement in no manner obligates Otero County until a valid signed contract is executed.

**INCOMPLETE RESPONSES** – The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

**NEGOTIATIONS** – Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. The County reserves the right to discontinue negotiations with any selected Proposer.

**COMPETITION** – In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

**PROPOSAL DISCLOSERS** - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as 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.

**REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

**SOLE INTERPRETER** – Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

**RFP RESPONSES** - By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

**CONTACTS** - Offerors **MAY NOT** contact other Otero County Departments, the Otero County Manager or his staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

**CONTRACTS** - The contract between Otero County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal including best and final offer will be incorporated into and become part of the contract

Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

**PROTESTS** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall 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).

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

The Purchasing Manager 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 attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

- A. state the reasons for the action taken; and
- B. Inform the protestant of the right to judicial review of the determination pursuant to 3-1-183 NMSA 1978.

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

**GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

**BRIBES, GRATUITIES AND KICK-BACKS** - 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.

**COLLUSION** - No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

**APPROPRIATIONS** - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**DEBARMENT & SUSPENSION** - The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

**EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation;

and selection for training including apprenticeship. The Contractor agrees to post inconspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

**PROPOSAL AWARD** -The County reserves the sole right to:

Determine responsible Proposers and responsive proposals.

- a) **Responsible Proposer:** A 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 construction described in the Request for Proposal.
- b) **Responsive Proposal:** A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

**INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained

**General Conditions**

- a) *For the duration of the contract* and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein. Any claims made coverage's shall be maintained for two years after the substantial completion. All insurance shall be written to conform to the requirements below.
- b) Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the Owner. The County reserves the right to request a copy of the Contractor's insurance policies.

The certificate of insurance shall reflect that:

- a) All required insurance is in effect.
- b) The county shall be an additional insured on the Contractor's general liability policy with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- c) The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d) The general liability insurance of the Contractor shall be primary insurance and any insurance or self-insurance of the County shall be excess and not contributory insurance.

e) If for any reason, any material change occurs in the coverage during the course of the contract, such change will not become effective until 30 days after the Owner has received written notice of such change.

Contractor shall obtain insurance of the types described below from an insurer with an A. M. Best rating of not less than A-VIII and authorized to do business in the State of New Mexico:

- a) **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
- b) **Workers' Compensation Insurance** as required by the State.
- c) **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage.
- d) Professional Liability Insurance specific to the Contractor's profession.

Limits Required - Contractor shall maintain the following insurance limits:

**Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

**Workers' Compensation Insurance** with limits as required by Statute.

**Automobile Liability Insurance** with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per accident.

**Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence.

#### **SUBCONTRACTORS - THE CONTRACTOR SHALL:**

Include all subcontractors as insured under its policies or, shall furnish separate certificates and endorsements for each subcontractor to the Owner.

The Subcontractors' **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and \$1,000,000 products- completed operations aggregate limit.

#### **PROPOSAL REQUIREMENTS**

Proposals should be logically organized and as concise as possible. Proposal shall be limited to a maximum of 40 pages including title, index, not including front and back covers and shall be typewritten on standard 8 1/2" x 11". Three (3) copies and one (1) original shall be submitted.

**2 – The following information must be included in your proposal:**

**PROVIDER QUALIFICATIONS: Include a statement of qualifications that concisely address each of the following:**

- A. Firm name, address, telephone number, email address and the name of the firm's contact person.
- B. Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified.
- C. Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed cost for accomplishing the services called for herein. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.
- D. Offeror must provide a complete current client list, of those clients for which they are providing medical and behavioral health services in a correctional setting, including contact information for each. The Evaluation Committee, or their representative, may contact any of the clients listed. (Page limit – None)
- E. Offeror must provide a complete list of former correctional setting clients, whose contract ended within the past thirty six (36) months for any reason, including contact information for each. The Evaluation Committee or their representative may contact any of the clients listed. (Page limit – None)
- F. Offeror must detail their litigation history (including dates) over the past five (5) years. At a minimum this must include (A) the total number of lawsuits they filed, (B) the total number of lawsuits filed against them, (C) how many judgments they have against them and (D) how many lawsuits they have settled. For lawsuits they filed, offeror must explain who they were filed against, why, and the outcome of each. (Page limit – None)
- G. Offeror must have a minimum of five (5) years of experience providing medical and behavioral health services in a correctional setting with experience in a county or local government setting being preferred. Offerors must describe, in narrative format, how they meet this requirement. Additional points will be awarded for experience that goes beyond the minimum requirement. The Offerors response should address both short term environments (jails – up to one year stays) as well as long term environments (prisons – extended stays). Offerors should also provide evidence of their level of success of past performance providing Medical and Behavioral Health services within a correctional setting, that being in a county or local government setting preferred. (Page limit 4 pages, not including any evidence included.)

FAILURE to adequately address and meet the above requirements may be cause for your proposal to be deemed non-responsive by the Procurement Manager.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	JANUARY 12, 2015
3. Site Visit and Pre-Proposal Conference	PM, O and OCDC staff	JANUARY 22, 2015
4. Deadline to Submit Questions	Offeror	JANUARUY 30, 2015
5. Response to Written Questions/ RFP Amendments	PM	FEBRUARY 6, 2015
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>FEBRUARY 19, 2015 @ 3:00 PM local time</b>
7. Proposal Evaluation	Evaluation Committee (EC)	TBA
9. Contract Negotiations (If needed)	Tentative winner/County	TBA
10. Contract Award*	Purchasing Agent/BCC*	MARCH 13, 2015
11. Protest Deadline	Offerors	MARCH 30, 2015
<b>Start of Performance</b>	<b>PM</b>	<b>04/01/15</b>

\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

#### **3. Site Visit and Pre-Proposal Conference**

A site visit and subsequent Pre-Proposal Conference are scheduled for TBA pm. on Thursday 22, 2015 at the Otero County Adult Detention Center, 1958 Martin Luther King Jr. Blvd, NM 88310.

A public log will be kept of the names of potential Offerors that attended the site visit and Pre-Proposal Conference. Attendance at the site visit and Pre-Proposal Conference are not prerequisites for submission of a proposal but is highly recommended as questions will be answered.

#### **4. Deadline to submit written questions**

Potential offerors may submit written questions as to the intent or clarity of this RFP until 4:00 PM local time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager. ([gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us)).

## **5. Response to written questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be email to the requestor.

## **6. SUBMISSION OF PROPOSAL**

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 3:00 PM MST ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed on page two(2). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “Otero County Inmate Healthcare Services” Request For Proposals and should reference “RFP #15-019.” Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

## **7. PROPOSAL EVALUATION**

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option 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. CONTRACT NEGOTIATIONS**

If necessary, contract negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. 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.

## **9 CONTRACT AWARD**

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

## **10. PROTEST DEADLINE**

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. 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, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Otero County Purchasing  
Attn. Ginger Herndon, County Purchasing Agent  
1101 New York Ave Room 118  
Alamogordo, New Mexico 88310

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Otero County Procurement Policy.

#### **1. INCURRING COST**

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

#### **2. 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 only make contract payments to the prime contractor.

#### **3. SUBCONTRACTORS**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

#### **4. AMENDED PROPOSALS**

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

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

## **6. PROPOSAL OFFER FIRM**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

## **7. DISCLOSURE OF PROPOSAL CONTENTS**

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions 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-I 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 Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

## **8. NO OBLIGATION**

This procurement in no manner obligates Otero County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

## **9. 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.

## **10. 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 effected 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.

### **11. 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 Manager.

### **12. GOVERNING LAW**

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

### **13. BASIS FOR PROPOSAL**

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

### **14. CONTRACT TERMS AND CONDITIONS**

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

### **15. OFFEROR'S TERMS AND CONDITIONS**

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

### **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 Offeror's proposal.

## **17. OFFEROR QUALIFICATIONS**

The Evaluation Committee may make such investigations as 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.

## **18. RIGHT TO WAIVE MINOR IRREGULARITIES**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **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 its needs adequately.

## **20. NOTICE**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also 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 offeror's 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 the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

## **24. AMBIGUITY, INCONSISTENCY OR ERRORS IN RFP**

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

## **25. COMPETITION**

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

## **26. CONFIDENTIALITY**

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

## **27. ELECTRONIC MAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

## **28. USE OF ELECTRONIC VERSIONS OF THIS RFP**

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

## **D. EVALUATION CRITERION**

### **1. STANDARDS COMPLIANCE (0 POINTS – PASS/FAIL ONLY)**

Offeror must agree to comply with current and future standards established by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC) and the New Mexico Association of Counties (NMAC), current community standards of care, applicable psychiatric standards, and the contractor must agree to assist in obtaining NMAC accreditation. A statement of concurrence is required.

### **2. PROGRAM AND IMPLEMENTATION PLAN (200 POINTS)**

Offeror must define and describe the comprehensive inmate healthcare program they propose to provide to meet the needs of OCDC. **The plan can contain no more than 36 pages.** The plan must address, at a minimum, the following areas:

**(A) Program Overview** (Must include what preventative and primary medical and behavioral healthcare services (including psychiatric services) how the offeror will guarantee those services are in place and available by the April 1, 2015 start date.)

**(B) Administration** (Must include what administrative functions are required, how the offeror will provide them and how the offeror will get these required functions in place in time for the April 1, 2015 start date.)

**(C) Inmate Receiving and Initial Diagnosis** (Must include how receiving and initial diagnosis for inmates will be handled, the associated timelines and specific detail of the triage and screening process(es).)

**(D) Daily Operation** (Must include the acquisition and management of medical supplies, the provision of emergency health care services for OCDC employees and the use of Standard Operating Procedures (SPOs), including origin of the SOPs, the offeror's approach to keeping them current and the process they will employ to tailor the SOPs to the OCDC environment.)

**(E) Off-Site Referrals** (Must include how off-site referrals will be handled and managed; and how off-site referrals will be minimized, while providing healthcare that meets all applicable standards, to minimize cost to the (OCDC.)

**(F) Safety, Sanitation and Infection Control** (Must include how the offeror will implement and manage all aspects of Safety, Sanitation and Infection Control including training, procedures implementation, disposal of medical waste as well as complying with all reporting requirements in the most cost effective manner.)

**(G) Service Transition From Existing Provider**

**(H) Special Medical Programs** (Must include how the offeror will institute and conduct "special medical programs" for inmates requiring close medical supervision including chronic and convalescent care for a broad range of health problems including but not limited to cancer, seizure disorders, diabetes, hypertension, Hepatitis C, HIV/AIDS, potential suicide, depression, psychosis, chemical dependency, and geriatrics.)

**(I) Affordable Health Care Act and Medicare/Medicaid Requirements** (Must include the offeror's view of how these programs will impact the contract and how the offeror will deal with the requirements of the stated programs.)

### **3. EXPERIENCE IN THE CORRECTIONS/CRIMINAL JUSTICE HEALTHCARE FIELD ( 45 POINTS)**

Offeror must have a minimum of five (5) years of experience providing medical and behavioral health services in a correctional setting with experience in a county or local government setting being preferred. Offerors must describe, in narrative format, how they meet this requirement. Additional points will be awarded for experience that goes beyond the minimum requirement. The Offerors response should address both short term environments (jails – up to one year stays) as well as long term environments (prisons – extended stays). Offerors should also provide evidence of their level of success of past performance providing Medical and Behavioral Health services within a correctional setting, that being in a county or local government setting preferred. (Page limit 4 pages, not including any evidence included.)

### **4. CURRENT CLIENTS (20 POINTS)**

Offeror must provide a complete current client list, of those clients for which they are providing medical and behavioral health services in a correctional setting, including contact information for each. The Evaluation Committee, or their representative, may contact any of the clients listed. (Page limit – None)

### **5. FORMER CLIENTS (20 POINTS)**

Offeror must provide a complete list of former correctional setting clients, whose contract ended within the past thirty six (36) months for any reason, including contact information for each. The Evaluation Committee, or their representative may contact any of the clients listed. (Page limit – None)

## **6. LITIGATION HISTORY (30 POINTS)**

Offeror must detail their litigation history (including dates) over the past five (5) years. At a minimum this must include (A) the total number of lawsuits they filed, (B) the total number of lawsuits filed against them, (C) how many judgments they have against them and (D) how many lawsuits they have settled. For lawsuits they filed, offeror must explain who they were filed against, why, and the outcome of each. (Page limit – None)

## **7. INSURANCE (0 POINTS – PASS/FAIL ONLY)**

Offeror must agree to provide insurance as follows:

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate;  
Professional liability- \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

Medical malpractice covering professional staff \$2,000,000 limit per occurrence and \$5,000,000 in the aggregate annually.

A statement of concurrence is required.

## **8. CAPABILITY AND AGREEMENT TO PERFORM (0 POINTS – PASS/FAIL ONLY)**

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the contract at Appendix B. A statement of concurrence is required.

## **9. ORAL PRESENTATION (70 POINTS)**

Offeror must agree to attend and participate in an oral presentation, at a location within Otero County of the County's choosing within Otero County, New Mexico, if chosen as a finalist and requested to do so by the Evaluation Committee. A statement of concurrence is required.

## **10. COST (400 POINTS)**

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed cost for accomplishing the services called for herein. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

## **11. CAMPAIGN CONTRIBUTION DISCLOSURE FORM (0 POINTS – PASS/FAIL ONLY)**

Offeror must complete and sign the Appendix B, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Otero .

## **12. JOINT TRAINING WITH MEDICAL AND SECURITY STAFF (15 POINTS)**

Offeror should describe, in narrative form, their interaction with security staff personnel and what preparatory steps are taken to insure the success of this interaction, especially during sudden, stressful or unexpected events. Offeror should include a description of joint training planned to address such areas as post-traumatic stress disorder, first-aid & CPR, mental health, substance abuse, re-entry, stress in the workplace, etc. (Page limit – 1 page)

### **A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

<b>REF.</b>	<b>REQUIREMENT</b>	<b>POINTS AVAIL.</b>
	Letter of Transmittal Form	0*
D.1	Standards Compliance	0*
D. 2	Program and Implementation Plan	200
D. 3	Experience in the Corrections/Criminal Justice Healthcare Field	100
D. 4	Current Clients	20
D. 5	Former Clients	20
D.6	Litigation History	30
D. 7	Insurance	0*
D. 8	Capability and Agreement to Perform	0*
D. 9	Oral Presentation	70
D.10	Cost	400
D. 11	Campaign Contribution Disclosure Form	0*
D. 12	Joint Training with Medical and Security	15
	<b>TOTAL POSSIBLE POINTS AWARDED</b>	<b>855</b>

\*Pass/Fail only.

### **B. EVALUATION FACTORS**

Points will be awarded based on the evaluation factors found in C.1 through C. 12, below, as indicated.

### **C. MANDATORY REQUIREMENTS**

#### **1. Letter of Transmittal Form (0 Points – Pass/Fail Only)**

Pass/Fail only.

#### **2. Standards Compliance (0 Points – Pass/Fail Only)**

Pass/Fail only.

### **3. Program and Implementation Plan (200 Points)**

Points will be awarded based on the comprehensiveness of the plan, the clarity and understandability of the plan, the reasonableness and perceived likelihood of success, and the utility of the plan as a contract management tool by the County during the life of the contract.

### **4. Experience in the Corrections/Criminal Justice Healthcare Field (100 Points)**

**Points will be awarded based on the strength and clarity of the offeror's response as well as the level(s) of complexity associated with the experience indicated and the apparent success described by the offeror. Additional points will be given to offerors that can provide evidence, especially independent evidence, of that success.**

### **5. Current Clients (20 Points)**

Points will be awarded based on responses to a standardized questionnaire that the Evaluation Committee members, or their designees, will use to contact current clients for input on their experiences and level of satisfaction with the offeror. Detrimental information received will result in a lower score in this area.

### **6. Former Clients (20 Points)**

Points will be awarded based on responses to a standardized questionnaire that the Evaluation Committee members, or their designees, will use to contact former clients for input on their experiences and level of satisfaction with the offeror. Detrimental information received will result in a lower score in this area.

### **7. Litigation History (30 Points)**

Points will be awarded based on the apparent ability of the offeror to avoid unreasonable litigation, as perceived by the Evaluation Committee. Excessive litigation, as compared to that reflected in any other proposals received, will result in a lower score in this area.

### **8. Insurance (0 Points – Pass/Fail Only)**

Pass/Fail only.

### **9. Capability and Agreement to Perform (0 Points – Pass/Fail Only)**

Pass/Fail only.

### **10. Oral Presentation (70 Points)**

Pass/Fail first. Offeror must agree to attend if invited. For Offerors selected to participate in the Oral Presentations, points will be awarded based on the clarity of the presentation, the Offerors ability to answer both technical and administrative questions as well as the Offerors understanding of and commitment to address the needs of Valencia County.

## **11. Cost (400 Points)**

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

## **12. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)**

Pass/Fail only.

## **E. EVALUATION PROCESS**

### 1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### 2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

### 3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### 4. Resident Preferences

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those offerors that have provided the proper documentation to qualify for the preference. (See also section IV.A.4 and IV.A.5)

### 5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. **Note that competing proposals WILL BE COMPARED for scoring purposes.** Finalist offerors who are asked and 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 V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, 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.

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #15-019

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 of 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:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_

**Signature & Date:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

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

**Email address:** \_\_\_\_\_

**Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_ **Fax No:** ( \_\_\_\_\_ ) \_\_\_\_\_

**APPENDIX C**

**COST RESPONSE FORM  
RFP #15-019**

**INMATE HEALTHCARE SERVICES  
for  
OTERO COUNTY**

State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: \_\_\_\_\_

TOTAL PROPOSED HOURLY COST \$ \_\_\_\_\_

(Total cost to perform Scope of Work, not including tax.)

**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

## APPENDIX B

### 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)

**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 # 15-019 , 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 Ronny Rardin

Date: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Daniel Bryant

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
**Name; Type or Print**

**Mailing Address:**

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

**ATTEST:**

\_\_\_\_\_  
**Denise Guerra, Clerk**

Date: \_\_\_\_\_

**PREFERENCE#** \_\_\_\_\_

**TELEPHONE:** (     ) \_\_\_\_\_

**FAX-**(     ) \_\_\_\_\_

**FEDERAL ID#** \_\_\_\_\_