

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



RFP No. 16-010
Feasibility Report for the Otero County Detention
Center
Otero County Administration
Proposal Deadline: Wednesday, March 16, 2016,
@ 3:30 PM.
Procurement Agent: Ginger Herndon

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

TITLE: FEASIBILITY REPORT
RFP NO: 16-010
OPEN: MARCH 16, 2016 @ 3:30 PM

FOR ADDITIONAL INFORMATION CONTACT:

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

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE PRPOPSALS 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 DELIVEY

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE CONTAINING FIVE (5) 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

PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the Purchasing Agent listed below. Offerors may contact **ONLY** the Purchasing Agent regarding the procurement. Inquiries and requests made to other county staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Ginger Herndon Purchasing Agent

Otero County Purchasing

1101 New York Ave.

Alamogordo, New Mexico 88310

Telephone: (575) 434-0710

Fax: (575) 443-2914

E-mail gherndon@co.otero.nm.us

CONTACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS

Prior to, and after submittal of proposal, prospective Offerors shall **NOT** make contact with any official or staff member regarding this RFP, other than contacting the Purchasing Agent.

ISSUE DATE:**MANDATORY PRE PROPOSAL MEETING AND SITE INSPECTION WITH OTERO****COUNTY COMMISSIONERS: JANUARY 29, 2016 @ 9:00 AM LOCAL TIME****QUESTIONS DUE BY: FEBRUARY 12, 2016 4:00 PM****DUE DATE and TIME: MARCH 14, 2016 @ 3:30 PM****LOCATION OF BID OPENING: 1101 NEW YORK AVE, ROOM 118**

1. **OVERVIEW:** It is the intent of the County of Otero to seek proposals from qualified firms to provide a Feasibility Study to assist the Otero County Commissioners in evaluating various options for addressing issues with the Otero County Detention Center, including the feasibility of an addition to the Detention Center
- 1.1 **MANDATORY PRE PROPOSAL MEETING AND SITE VISIT:** The meeting will be held with the Otero County Commissioners and Proposers to address what the County is looking for in the proposal. Meeting will be held at the Otero County Administration Office 1101 New York Avenue, Alamogordo on Friday, **January 29, 2016 at 9:00 AM.**
2. **PURPOSE:** It is the intent of the County of Otero to seek proposals from qualified firms to provide a Feasibility Study to assist the Otero County Commissioners in evaluating various options for addressing issues with the Otero County Detention Center.
 - 2.1. At this time, Otero County anticipates a phased approach to this project that includes the following key steps:
 - a) Phase I: County evaluates proposals and selects qualified firm or team and enters into contract negotiations.
 - b) Phase II: As directed by the county, the qualified firm or team will be expected to:
 - (1) To perform Feasibility Studies and provide a Final Feasibility Report that will assist the Otero County Commissioners in assessing and evaluate the various options for providing an appropriate and suitable Otero County Detention Center, located in Alamogordo, New Mexico. Feasibility Studies shall be performed on the following options
 - A. Repair current facility
 - B. Repair current facility and build additional space.
 - C. Relocate and build elsewhere
 - D. Leave Facility as it is.
 - E. Hybrids when the opportunity presents itself in the process. Ability to modify or recommend any combination thereof of the above opportunities.
 - (2) To produce a final Feasibility Report will summarize the Feasibility studies and Additionally include:
 1. Introduction and Executive summary
 2. Background
 3. Outline of the project
 4. Methodology/Method of Analysis
 5. The Feasibility Studies of the alternative, including an overview
 6. Conclusion
 7. Recommendations

To Participate and facilitate discussions with the County, all involved parties; and Provide information and facilitate discussions with the Administration Advisory Committee.

2.1. In any and all instances, Qualified Team shall consider the “highest and best use”. For the purposes of this RFP, “highest and best use” means the reasonably probable and legal use of the properties that is physically possible, appropriately supported, financially feasible. Any proposed building, buildings, or rehabilitation of existing buildings will be expected to incorporate and utilize the highest level of development technologies, and practices, now readily available for the design, construction and operation of facilities of this type and nature.

2.4. The qualified team shall examine the trends and impacts of special population (inmates with mental illness male and female) on jail population, programming and bed requirements, male and female, Low/mental risk inmate

Any proposed building, will be expected to incorporate and utilize the highest level of development, technologies, and practices now readily available for the design, construction, and operation of facilities of this type and nature. Examine jail data to document growth trends in the County’s inmate population to include:

The monthly bookings (by jurisdiction), average daily inmate population, peak population each month, and the average length of stay.

Develop a profile of the current inmate population to help determine the number and type of jail beds needed to effectively support its future inmate population.

Provide inmate capacity projections for the next 20 years at 5-year increment

Recommend options for the County to meet short-term jail crowding conditions and options to consider for future growth. Include in these options strategies for reducing the average length of stay.

Project County demographics/population growth and its expected impact on future jail space capacity and needs. Cost estimates associated with expansion of existing facilities, that would best suit current and future detention needs.

Describe the adequacy or inadequacy of the support areas (laundry, food service, medical, storage, recreation, outdoor and indoor etc.) Identify whether these areas will support a jail expansion? If so, approximately how many beds?

Recommend strategies to educate the public relative to problems associated with jail crowding, the evolution and meaning of applicable case law concerning jails, and the impact such case law has on the local jail. Also recommend strategies to build community support for new jail expansion.

2.5. The RFP process is for the County’s benefit and is intended to provide the County with competitive information to assist in the selection process. The information contained in this RFP is not meant to be comprehensive or all inclusive. The county expects respondent to the RFP to determine all factors and obtain all information necessary in support of the options identified.

3. CRITICAL TIMELINE: Qualified Team must meet the County’s timeline.

To be determined after proposal is awarded

4. BACKGROUND: The Otero County Detention Center (OCDC) built in 1998 and is located at 1958 Martin Luther King Jr. Blvd. OCDC is a one level building consisting of 48,097 square feet. The facility will hold a total capacity of 208 inmates through the utilization of 16 pods. The facility is staffed by 37 full time and 6 part time staff. The increase in inmates as well as those inmates suffering from mental illness has compounded the demands upon a facility not designed to effectively house the mental population.

5.0. METHOD OF AWARD: Awards will be made in the best interest of the County. The County may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the County. All other considerations being equal, preference will be given to resident bidders of the county.

5.1. An Evaluation Committee will be formed to examine and evaluate all compliant proposals. The membership of the committee will be at the sole discretion of the County.

5.2 Evaluation Criteria and assigned point values:

Evaluation Criteria	Assigned Point Values
Credentials and Qualifications (demonstrated knowledge and expertise with similar projects)	300 points
Strength of Design Team	300 points
Ability to Meet Schedule	200 points
Project Approach	700 points
Fee Structure	300 points
	Total 1800 points

5.3 .As these are the evaluation criteria upon which the selection will be based, proposals should respond to each criterion in a well-organized and detailed manner and in the order in which they are listed. Respond to each criteria, but restrict information to that requested. Unorganized, non-responsive, or excessive and irrelevant information may impede the state's review of proposals received.

Criterion 1: Credentials and Qualifications (demonstrated knowledge and expertise)

- Has team had experience with similar Feasibility or impact Studies and projects of the this scope and magnitude? Provide examples of previous studies.
- Is the team Knowledgeable of New Mexico and Federal regulations and laws which dictate the responsibilities of Otero County to be met or exceed by each alternative? Is there regulatory/legal expertise on the team?
- Has the team demonstrated the ability to identify the needs and evaluate which of the alternatives meet which o the alternatives meet which needs or fails to meet the needs?
- Is the team Knowledgeable of the laws which dictate the responsibilities of the county commission to be met or exceed by each alternative? What method would be used to determine which of the possible alternatives meets requirements of the laws? Is there legal representation on the team?

Criterion 2: Strength of Design Team (proposing firm and sub-consultants):

- Team shall designate, in writing, a Team Leader to serve until the expiration of any resulting Contract.
- Has the team won any awards for green building design or energy conservation?
- Has the team demonstrated that they have a solid understanding of the technical aspects of the project?

Criterion 3: Ability to Meet Schedule:

- Has the team established a detailed schedule for the project?
Does the team have sufficient staff to perform in a timely manner?
Can the team produce reports, documents and drawings within the desired time frame?

Criterion 4: Project Approach:

- Has the team identified how they will approach the project?
- What difficulties have they identified?
 - What approach would the team use to identify and evaluate the operational problems to be solved and their urgency related to performance, information, economy, control, efficiency and services.
 - What methodology is the team planning to use for analysis-for example: ROI analysis, SWOT Analysis, other.
 - Is the team prepared to analyze the ongoing cost and new costs that will be incurred from each of the alternatives suggested?
 - What method would the team use to identify and analyze financial condition indicators? (For Example the "10 Point Financial Condition indicators Test"?)
 - Has the team provided an Outline of the Feasibility Report to be done so that the
 - evaluation committee can discern all factors desired will be considered in the study:

Criterion 5: Fee Structure:

- Is the fee structure competitive?

5.4. The County reserves the right at its sole discretion to invite the firm (s) with the highest evaluation score(s) to make a presentation of their proposal.

5.5. At the conclusion of the evaluation process, the evaluation committee will forward their proposed recommendation for award to the issuing officer.

5.6. CONFIDENTIALITY: The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

5.7. PROPOSAL PROPERTY OF THE County: All proposals become the property of the County of Otero and shall not be returned to the firm unless all proposals are rejected.

5.8. CONTRACT TERMS: The selected firm will sign a contract with the County to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The County will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

a. CONFLICTS BETWEEN TERMS: The County reserves the right to accept or reject any exceptions taken by the Architectural/engineer design firm to the terms and conditions of this RFP. Should the Architectural/engineer design firm take exception to the terms and conditions required by the County, the Architectural/engineer design firm's exceptions may be rejected and the entire proposal declared non-responsive. The County may elect to negotiate with Architectural/engineer design firm regarding contracts terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.

b. After the final selection, representatives of the County will meet with the successful firm for the purpose of finalizing an agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, the County reserves the right, at its sole discretion, to negotiate with other RFP respondents.

PROPOSALS SUBMITTAL PROCEDURES

Offerors shall provide one (1) original and FIVE (5) copies of their proposal to the location specified on or before the closing date and time of receipt of proposals. All proposals must be typed on standard 8 1/2" x 11 paper and bound on the left-hand margin. The envelope shall be address to Otero County Purchasing. The following information shall be provided on the front of the envelope: Proposal Title, Request for Proposals number (16-010) date of opening, and time of opening. If sent by mail the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

PROPOSAL CONTENT

Each proposal shall be evaluated based on meeting the requirements defined in the Section 2.4, Qualifications, Experience and Evaluation Criteria.

PROPOSALS RECEIVED AFTER THE DATE AND TIME FOR RECEIPT OF PROPOSALS WILL BE RETURNED UNOPENED.

CORRECTION OR WITHDRAWAL OF PROPOSALS

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. 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.

TERMINATION:

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

SUFFICIENT APPROPRIATION:

Any contract awarded as a result to 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 awarded vendor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

INSURANCE:

The awarded vendor shall have 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 vendors execution of work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable.

OSHA REQUIREMENTS IN EMPLOYMENT:

Otero County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

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.

EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

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.

SELECTION PROCESS 13-120 NMSA 1978)

The evaluation of proposals will be performed by an evaluation committee composed of selected County personnel.

PROTEST:

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).

In the event of a timely protest under this section, the Purchasing Officer and the County of Otero shall not proceed further with the procurement unless the purchasing officer makes a determination that the award is necessary to protect substantial interest to the County of Otero (13-1-173 NMSA 1978). The Purchasing Agent or his/her designee shall have authority to take any action reasonable 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) The Purchasing Agent or his/her designee shall promptly issue determination relating to the protest. The determination shall:

State the reason for the action taken; and inform the protestant of the right to judicial review of the determination (13-1-183 NMSA 1978) 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.

EXECUTION AND APPROVAL OF AGREEMENT:

The agreement shall be signed by the Successful Offeror and returned within and 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.

LICENSE/PERMITS:

Awarded vendor must have a valid business license to operate in the State of New Mexico

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.

DEBARMENT & SUSPENSION

The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily 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.

PROPOSAL OFFER FIRM

Responses to this RFP, including proposal prices, will be considered firm for sixty (60) days after the due date for receipt of proposals or thirty (30) days after receipt of a best and final offer if one is submitted.

DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that 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 proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“**A/E**” means architect/engineer.

“**Award of Contract**” shall mean formal written notice by the Property Control Division that a firm has been selected to enter into a contract for services. Any Award of Contract that has not been resulted in a written contract offer to the Offeror, within 6 months written notice, shall not be considered an award for the purpose of the Project listing form.

“**Contract**” means an agreement between state agency and a New Mexico licensed designed firm for the work covered by this RFP.

“Contractor” means successful Offeror awarded the contract.

“**Determination**” means the written documentation of a decision of the Selection Committee or the Purchasing Agent, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Entity**” means Otero County.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Project Listing Form**” means the form included as a part of this RFP, which all Offerors shall complete, indicating all outstanding awards and contracts less than 75% complete.

“**Proposal**” is the Offerors response to this RFP.

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

“**User Agency**” means the agency occupying the facility or facilities, for which a project is being designed.

“**User Agency Contract**” is the person designated by the user agency to speak on behalf of that agency concerning the scope of work and programming requirements for the project.

The terms “**must,**” “**shall,**” “**will,**” “**is required,**” or “**are required**” identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor shall result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and a final decision on rejection will be made by the Committee Chairman.

“**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 services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of services 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 RFP. Material respects of a RFP include, but are not limited to quality or delivery requirements.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #16-010

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 _____

Address: _____

Fed ID No.: _____

Signature & Date _____

Name (type/print): _____

Title: _____

Email: _____

Telephone:(_____) _____ **FaxNo:** (_____) _____

PRICE SCHEDULE
Page 1 of 1

Based on the respondents understanding of the options identified under Phase II Section 2.1, b) of the RFP and in consideration of the required timeframe for completing the analysis, estimate the total cost associated with requirements of this RFP.

Total Cost: \$ _____ Additionally, submit the titles, hourly rates, and job descriptions for any and all team members that will be providing services as part of this RFP; include all applicable taxes, fees, overhead, and all other direct or indirect expenses. The attached **Price Schedule** must be completed and submitted as part of the response for the proposal to be considered valid.

FIRM NAMES	Team Member(s)	HOURLY RATE
Lead Firm:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$

Date:

Name of Firm: _____ Signature of Firm:

**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 FUNDIN**

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)

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative Signature of Authorized Representative Date

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Otero? Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Otero and have you had any of the following to which Otero County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Otero ?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Otero?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title): _____

Resident Veterans Preference Certification

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

PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENT LISTED BELOW

_____ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Otero County with New Mexico Tax & Revenue

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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

NON-COLLUSION AFFIDAVIT

STATE OF _____)

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

that he/she is (title) _____

of (organization) _____

who submits herewith to the County of Otero, proposal;

That all statements of fact in such proposal are true;

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

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

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

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

By: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

PROPOSAL CHECKLIST

Did You:

- Include One (1) original and (5) five copies of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form.
- Sign the “Related party disclosure form.
- Fill Out and sign the Resident Veterans Preference form
- Fill Out and Sign the Campaign Contribution Form
- Acknowledge all addenda
- Review all clarifications/questions/answers
- Fill Out and Sign the Signature Sheet and Price Schedule
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before **Wednesday, MARCH, 16, 2016 @ 3:30**
- Clearly mark your proposal with RFP **16-010 FEASIBILITY STUDY SERVICES, DATE AND TIME OF OPENING** on the front of the envelope.

*** If not completed as required, your proposal may be deem non-responsive.**

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal