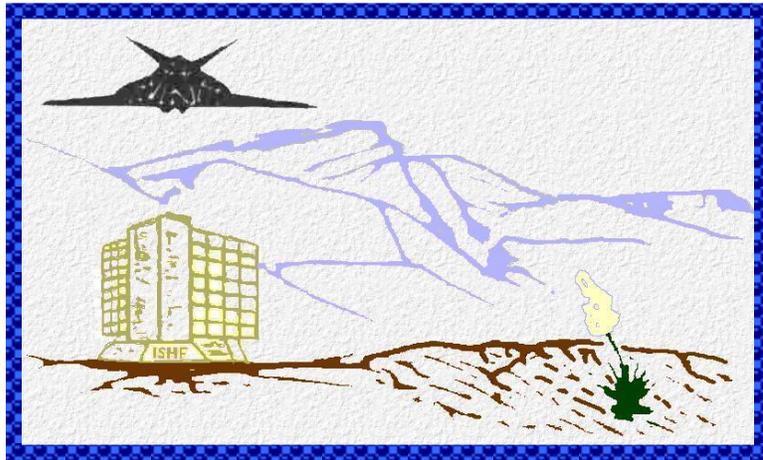


County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
Fax (575) 443-2914



RFP No. 17-003
Otero County Juvenile Justice Board
Coordinating Agency
Otero County Administration
Proposal Deadline: Wednesday, July 27, 2016,
@ 3:00 PM.
Procurement Agent: Ginger Herndon

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

TITLE: OTERO COUNTY JUVENILE JUSTICE BOARD COORDINATING AGENCY
RFP NO: 17-003
OPEN: JULY 27, 2016 @ 3:00 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 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 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

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 person is Ginger Herndon, 1101 New York Ave., Room 118, Alamogordo, NM 88310 or gherndon@co.otero.nm.us Offers' 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.

2.1 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.

2.2 No Addendum will be issued later than three (3) 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.

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.

3. **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.

4. **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.

5. **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.

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

7. **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.

8. **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.

9. **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.

10. **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.

10.1 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.

11. **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.

12. **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.

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

14. **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.

15. **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 6 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.

15.1 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.

15.2 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.

16. 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).

16.1 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).

16.2 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).

16.3 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.

16.4 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).

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

24. PROPOSAL AWARD -The County reserves the sole right to:

24.1 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.

24.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

25. 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

25.1 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.

25.2 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.

25.3 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.

25.4 Limits Required - Contractor shall maintain the following insurance limits:

- a) 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.
- b) Workers' Compensation Insurance with limits as required by Statute.
- c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per accident.
- e) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

25.5 Subcontractors - The Contractor shall:

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

PROJECT DESCRIPTION

This is a Grant Program that is for one year with the hope of continuing for an additional three years. This grant is for a total \$95,320.00 dollars which is to pay for a Coordinator and personnel to run the listed programs, Girl's Circle, Boy's Circle, Restorative Justice and Community Alternative Placement Program. The grant specifies how the money is to be spent.

1. It is the intent of the County of Otero to seek proposals from qualified firms to provide an Otero County Juvenile Justice Board Program Coordinator.

2. The Otero County Juvenile Justice Board (OCJJB) was established in February 2014. At the initial meeting, the OCJJB members established a set of goals that would be at the center of all work the Board engaged in. These goals included expanding collaborative efforts among key community partners working with young people and families, ensuring the use of accurate data in all juvenile program planning, building on existing programs available to juveniles in Otero County while seeking to expand services in areas that are lacking or underserved, pursuing alternatives to detention for Otero County juveniles, working with both the educational system and law enforcement in reforming case processing procedures, a deliberate commitment to reducing racial disparities across the juvenile justice system in Otero County, and improving confinement conditions for our detained youth. The OCJJB is chaired by the Honorable Angie K. Schneider, Twelfth Judicial District Judge. We have members from a cross-section of the community to include representatives from the District Attorney's Office, the Public Defender's Office, local attorneys, public school administrators, multiple local law enforcement agencies, elected government officials, Otero County Detention Center, various community-based mental health providers/agency's; Department of Health, faith-based and non-profit organizations, CYFD (Protective Services and Juvenile Justice), Peace and Justice of La Luz, Center of the Protective Environment (COPE), Southern New Mexico Wellness Alliance/Sexual Assault Nurse Examiners, Health Council, etc. The Otero County Commission agreed to be the fiscal agent for the Board. The OCJJB members have examined local data/statistics to determine what services we have and what services are needed; we have partnered with local youth-serving organizations in support of what they are doing in respect to OCJJB goals; and we are now ready to request funding to expand services to youth in our community. The OCJJB members have agreed on the programming we wish to seek funding for; however, the very first step has to be to gain funding for and hire a Coordinator. Various OCJJB members will be attending the Children's Law Institute in January 2016; we will have representation at any CYFD JJAC sponsored meetings; our members are dedicated to staying well-informed on best-practices for working with juveniles. We have developed a strategic plan and will continue to re-evaluate it, as needed. Once a Coordinator is in place, we would like to bring trainings on multiple juvenile-related issues to the local community with a focus on prevention and intervention.

From the By-Laws

The purpose of the **Otero County Juvenile Justice Board** is to raise funds and provide services to Otero County Youth; to provide program life-cycle support to children and families within Otero County; to increase public awareness of children and youth programs and services within the County, and the need to raise funds in support of programs and services; to raise funds to support new and continuing programs; to maintain and continuously review a continuum of services available within Otero County in order to establish, revise and maintain programs oriented toward children and family services; to obtain and analyze information to evaluate existing programs and services, and justify modifications; to constantly strive to work with other organizations, agencies, businesses, faith-based

organizations, state and local governments, and citizens groups to strengthen the collaborative efforts throughout the county and state, stability of the non-profit sector and to work to educate the public about the needs of juvenile programs and services. Otero County is the fiscal agent for the Otero County Juvenile Justice Board.

Programs to be implemented as follows:

Girl's Circle

In keeping with the JJAC Three Year Comprehensive Juvenile Justice and Delinquency Prevention Plan and after examining YRRS data for Otero County (as discussed in the Needs Statement), the OCJJB has identified gender-specific services to be an area where Otero County youth are underserved. Given the data (per CYFD Data Report FY2014) indicating 121 females referred to JPO and the data on alcohol and drug usage, physical and sexual violence, mental health issues, etc. we would like to establish a consistent and sustainable program to meet the needs of the young women in our community. The OCJJB also examined the same data report in regards to status offenses for females, which includes truancy, run away, and incorrigible; we believe we can impact these numbers with gender-specific programming. The curriculum the OCJJB will use comes from the One Circle Foundation (www.onecirclefoundation.org), The Girls Circle model. This program is described as "a structured support group for girls from 9-18 years, integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices." Programming consists of 8-12 weekly group sessions, one and a half to two hours in length, and conducted by trained facilitators. Groups are closed to allow the girls and the facilitators time to build trusting relationships as topics can be sensitive - gender specific themes explored include being a girl/woman, trust, friendship, relationships, body image, goals and life planning, sexuality, drugs, alcohol, tobacco, nutrition, and decision-making. Under the Girl's Circle model, each week the facilitators leads the girls through a format that "includes each girl taking turns talking and listening to one another respectfully about their concerns and interests. The girls express themselves further through creative or focused activities such as role playing, drama, journaling, poetry, drama, dance, drawing, collage, clay, and so on. Gender specific themes and topics are introduced which relate to the girls' lives, such as being a girl, trusting ourselves, friendships, body image, goals, sexuality, drugs, alcohol, tobacco, competition, and decision-making." The Girl's Circle model is a nationally recognized as a promising approach in the OJJDP Model Program Guide. Per the One Circle Foundation research data, previous studies in 2005, 2007, and 2010 revealed statistically significant improvement for girls in Girls Circle programs: an increase in self-efficacy; a decrease in self-harming behavior; a decrease in rates of alcohol use; an increase in attachment to school; an increases in positive body image; and an increases in social support. The One Circle Foundation indicates that a new study, completed in partnership with the OJJDP and pending publication, cites "Girls Circle as the first gender-responsive program in the country to demonstrate effectiveness in reducing delinquency for girls."

Boy's Council

In keeping with the JJAC Three Year Comprehensive Juvenile Justice and Delinquency Prevention Plan and after examining YRRS data for Otero County (as discussed in the Needs Statement), the OCJJB has identified gender-specific services to be an area where Otero County youth are underserved. Given the data (per CYFD Data Report FY2014) indicating 234 males referred to JPO

and given the data on alcohol and drug usage, physical and sexual violence, mental health issues, etc. we would like to establish a consistent and sustainable program to meet the needs of the young men in our community. The OCJJB also examined the same data report in reference to status offenses, to include truancy, run away, and incorrigible; we believe we can impact these numbers with gender-specific programming. The curriculum the OCJJB will use comes from the One Circle Foundation (www.onecirclefoundation.org), The Council For Boy's and Young Men Model. The Council is described as "a strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. The Council meets a core developmental need in boys for strong, positive relationships. In this structured environment, boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives - individually and collectively." Each week, a group of six to ten boys of similar age and development meet with one or two facilitators for 1.5 to 2 hours. These meetings are held for ten weeks or more, depending on the capacity of the setting. The following is a description of the program as described on by the Once Circle Foundation: "the group format includes warm up activities, a "council" type check in opportunity, experiential activities that address relevant topics, and a reflection and group dialogue component. The focused activities may include group challenges, games, skits or role plays, arts, and so on. Topics may address: competition; the male "box"; bullying; valuing diversity; safe expression of emotions; defining power from multiple perspectives; influences of mentors and role models; rejecting violence; becoming allies with girls and women; mentoring and making a difference with others; making safe and healthy decisions for themselves; and finding and living with value in difficult times." The Council for Boys and Young Men has been evaluated in two studies and additional analyses through Portland State University, OR, by a team of doctorate, masters' level, and undergraduate students and under the direction of Eric Mankowski, PhD, Associate Professor, Applied Social & Community Psychology, and Department of Psychology. Per the One Circle Foundation supporting data, "one study, in 2008, involved five organizations and 93 total participants, in middle schools, diversion programs, and probation; the study found significant increases in boys' School Engagement, self-efficacy related to Educational Goals and Avoiding Fights, Ethnic Pride and Conflict Skills were moving in the expected direction after 10 weeks."

Restorative Justice

In keeping with the JJAC Three Year Comprehensive Juvenile Justice and Delinquency Prevention Plan and after examining YRRS data for Otero County (as discussed in the Needs Statement), the OCJJB has identified diversion programming to be an area where Otero County youth are underserved. Given the YRRS data on physical violence and bullying along with Otero County juvenile referral statistics, per CYFD Data Report FY2014, indicating misdemeanor property crimes to include criminal damage (60 referrals), shoplifting (57 referrals), and larceny (29 referrals) as well as referrals for battery and public affray (102 referrals) to be in the top ten referrals to JPO, we would like to establish a consistent and sustainable diversion program aligned with the Restorative Justice Model. OCJJB's Restorative Justice Program will focus on the needs of the victim(s), the offender, and the community as a whole. The program offers victims the opportunity to discuss how the offense impacted them; offenders must take responsibility for their actions and discuss ways to repair the harm done. OCJJB supports the idea that, when a crime is committed, the wrongdoing is against an individual and/or the community; the wrong-doing is not against the State. While our Teen Court Program serves first time, age and referral appropriate youth (misdemeanor only) and operates with principals that are in alignment with Restorative Justice ideals, our Restorative Justice Program would serve referred youth who may not be appropriate for Teen Court for various reasons (for example, a second referral); youth whose referral fits with the criteria out-lined within the Restorative Justice model; and who is identified by JPO as an appropriate candidate. Once established, the OCJJB would seek to expand the Restorative Justice model to all appropriate/compatible areas of

our programming - we would partner with Teen Court to provide programming that is in alignment with restorative justice principals such as peace circles; we would seek to work with our public school to develop in-school program like this as well, for example, peace circles and/or peace rooms. We anticipate a contracted Restorative Justice Facilitator would receive 96 referrals in FY 2016. We anticipate 96 Restorative Justice Conferences being held; additional work for the RJ Conference includes case management duties such as writing letters, telephone calls/scheduling, pre-conference meeting with youth and family, etc. We anticipate 75% of the RJ Conferences resulting in Restorative Justice Circles for the clients; this would result in three circles/sessions to complete the RJ Circle. Each Circle is expected to be approximately one hour and in addition to facilitating this, the Restorative Justice Facilitator would then have additional case management responsibilities to complete at the conclusion of the Circle. We anticipate these estimates will change as the program grows; however, we wanted to offer a conservative estimate to start.

OCJJB SCOPE OF DUTIES

1. Coordinate OCJJB and Executive Committee Activities.

Coordinate monthly Executive Committee meetings and quarterly OCJJB general meetings.

- Prepare meeting agendas, handouts, minutes and schedule presentations.
- Co-facilitate monthly Executive Committee meetings and quarterly OCJJB general meetings.
- Prepare OCJJB presentation documents, i.e., Power point, pamphlets, strategic plan, JDAI Continuum, program continuum, information sheet, letterhead, budgets, and program descriptions.
- Coordinate annual planning retreat.
- Prepare JJAC required reports; i.e., monthly, six month, annual reports, budgets, budget adjustments and meeting minutes.
- Prepare Otero County Commission quarterly reports.
- Plan activities and meeting with co-chairs.
- Coordinate associated meetings for the OJJB and Executive Committee.
- Prepare letters of support and thank you letters.
- Update the OCJJB and Executive Committee on latest trends, conferences and training.
- Ensure OCJJB subcommittees are meeting monthly and meeting subcommittee and “best practice” goals.
- Ensure the OCJJB, subcommittees and programs are meeting strategic plan decisions.
- Prepare and update OCJJB binders for Executive Committee members.
- Represent the OCJJB at the quarterly JJAC continuum coordinators meetings.
- Coordinate youth participation in OCJJB.
- Facilitate decisions and follow-up.

2. Coordinate implementation and maintenance of programs.

- Prepare program contracts.

- Attend and facilitate program meetings.
- Prepare and monitor performance measures.
- Troubleshoot and problem-solve with programs on pending issues.
- Monitor contract and budget compliance.
- Prepare annual program evaluations.
- Coordinate program submittal of invoices and monthly reports.
- Serve as liaison with programs on JJAC, OCJJB and Otero County requests.
- Facilitate decisions and follow up.

3. Coordinate outcome data.

- Coordinate monthly Data Work Group meeting.
- Ensure completion of detention, JPPO and program data report.
- Coordinate DMC review.
- Coordinate, consolidate and submit monthly JJAC data progress report.
- Facilitate decisions and follow-up.

4. Coordinate funding.

- Prepare annual JJAC proposal.
- Prepare other funding requests.
- Coordinate OCJJB/Otero County budget.
- Advocate for OCJJB budget at JJAC meetings.
- Meet with programs quarterly to ensure compliance to budget.
- Prepare budget adjustment requests.
- Facilitate decisions and follow-up.

5. Coordinate community outreach.

- Schedule OCJJBCA presentations to community organizations, rural areas and pueblos.
- Prepare necessary binders and documents for presentation.
- Follow-up with communities on requests.

CAPP Educational Supports

In keeping with the JJAC Three Year Comprehensive Juvenile Justice and Delinquency Prevention Plan and after examining YRRS data for Otero County (as discussed in the Needs Statement), the OCJJB has identified alternatives to detention programming to be an area where Otero County youth being served through the Counseling Center's Community Alternative Placement Program (CAPP). CAPP falls under the OCJJB's continuum of services and is funded by Otero County as an alternative to detention. In partnership with JPO, CAPP provides supervision to pre-adjudicated and adjudicated youth who, because of their conduct, delinquent activities, and/or circumstances require an increased level of supervision. Most of these clients do not have parents or guardians that are able and/or willing to provide the level of supervision required to maintain them in the community. CAPP clients are given the opportunity to remain in their community while being supervised at varying levels; they participate in structured activities that often involve giving back to their community through community

service projects. A key element in the effectiveness of the program is the ability to transport clients – while this may not seem like a substantial need in a small community, it is actually a challenge for many of our kids to get where they need (and in this case are required) to be; CAPP's ability to transport is significant. CAPP provides a cost-effective alternative to detention; the program allows Otero County kids to stay in Otero County while maintaining the safety of our community. Juvenile Probation clients are placed in CAPP in lieu of detention and, given that Otero County does not have a local juvenile detention center, those clients would otherwise have to be transported to various counties across New Mexico. This situation presents several barriers in working with our youth: detained youth cannot have consistent contact with their families, their attorneys, or their JPO; attempting to coordinate treatment, educational, and medical services when youth are out-of-county is challenging; obtaining assessments to determine the best course of action can be difficult, given that youth go to various detention centers through-out the State and not all providers are familiar with what is available in our local community. In addition to these issues, there are multiple financial costs involved with housing youth in detention in another county including staff wages, vehicle wear and tear, gas, etc. plus the daily rate to house the client. CAPP provides an alternative to this situation for appropriate clients. While CAPP is currently funded by the County, the OCJJB seeks to expand the services it currently provides by seeking funds in the area of educational development at an individual participant level. Many of the CAPP participants are either suspended or expelled from school and it is believed that by adding additional educational supports to what CAPP currently provides, we can better serve our youth. CAPP currently provides an alternative to detention for Otero County youth; we seek to provide additional educational support services for the youth while in CAPP. This plan will assist with truancy, participation at school, GED preparedness, etc. CAPP staff working with a contracted tutor/educator would provide services; they currently have office space at The Counseling Center.

1.1 QUESTIONS AND ANSWER PERIOD: Any party requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **4:00 PM JULY 15, 2016**. Questions may be e-mailed to gherndon@co.otero.nm.us. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the County's responses will be posted on the County's web site <http://otero-countypurchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

2.0. METHOD OF AWARD: Awards will be made in the best interest of the County.

2.1. 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.

2.2 Evaluation Criteria and assigned point values:

Evaluation Criteria	Assigned Point Values
Credentials and Qualifications (demonstrated knowledge and expertise in this field of work)	300 points
Ability to Meet Grant Requirements	300 points
Project Approach	200 points
	Total 800 points

2.3 .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 projects of this scope and magnitude? Provide examples of previous projects.
- Is the team Knowledgeable of New Mexico and Federal regulations and laws which dictate the responsibilities of Otero County to be met or exceed?

Criterion 2: Ability to Meet Grant Requirements

- Has the offer established a detailed schedule for the performance of this project? Does the offer have plan to perform the duties specified?

Criterion 3: Proposed Project Approach:

- Has the Offer identified how they will approach the positions and house them?
- What approach would the offer use to identify and evaluate the operational problems to be solved and their urgency related to performance, information, economy, control, efficiency and services?
- Is the offer prepared to analyze the ongoing cost and new costs that will occur?

2.4. 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.

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

2.6. 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.

2.7. CONTRACT TERMS: The selected offer 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 offers 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 offer is in violation of any portion of the agreement, including an inability by the offer to provide the products, support, and/or service offered in their response.

a. After the final selection, representatives of the County will meet with the successful offer 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.

2.8. 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.

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 ½" 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 (17-003) 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 Scope of Services, 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 may be 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 protest 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, certified appraiser by the New Mexico Property Tax Division or comparable designation.

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 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.

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 submit

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 and 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 #17-003

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: _____

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

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

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

CONDITIONS

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

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

(terms)

rev 05/96

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

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

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

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

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

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a

partnership or a trustee of a trust of the prospective contractor.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

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, July 27, 2016 @ 3:00 PM**
- Clearly mark your proposal with RFP **17-003 OCJJB COORDINATOR**

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