

# COUNTY OF OTERO STATE OF NEW MEXICO



## REQUEST FOR PROPOSAL FOR OPERATION OF THE OTERO COUNTY DETENTION CENTER OTERO COUNTY ADMINISTRATION

RFP #18-008  
NIGP CODE # 95828

PROPOSAL DEADLINE: WEDNESDAY,  
SEPTEMBER 20, 2017,  
@ 3:00 P.M.

CHIEF PROCUREMENT OFFICER:  
GINGER HERNDON

## **NOTICE OF REQUEST FOR PROPOSAL**

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

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

**RFP # 18-008 OPERATION OF THE OTERO COUNTY DETENTION CENTER**

**OPENED WEDNESDAY, SEPTEMBER 20, 2017 @ 3:00 PM local time**

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

**PROPOSALS MAY NOT BE SUBMITTED BY FACSIMILE.**

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Otero State of New Mexico, on behalf of the Otero County Board of County Commissioners, seeks sealed proposals for the management of the Otero County Detention Center (“OCDC”) The OCDC is 208 maximum bed Adult Detention Facility just outside of the municipality of Alamogordo, New Mexico The County is interested in selection a firm or individual that can manage and operate the detention center at a reduce cost to the County. The firm may propose additional construction at no cost to the county and seek innovative ways of reducing cost.

The total budget for the OCDC is currently \$7,668,465.00 million which includes \$1,394,134.00 in prisoner health care.

### B. SUMMARY SCOPE OF WORK

OCDC management and operation proposal shall include, but is not limited to:

1. An annual cost of operations to the County and sources of other funding to include contracting beds.
2. A transition plan to include the proposer assuming operations at the current facility as of Month and year
3. A plan which may incorporate accepting currently serving contract employees into the proposer’s company.
4. An explanation of beneficial programs for inmates.

#### Scope of Service - Facility & Systems Maintenance

All replacement and maintenance of furnishing, fixtures, and installed equipment (FF&E) currently installed or located in the detention facility will be maintained at Contractor’s expense. In the proposal, perspective contractors will propose any additional equipment considered appropriate to operate the facility in a more cost effective and efficient manner.

Contractor will, during the term of this Contract, have the sole and exclusive right, in its sole discretion and at its own expense, to install items of movable machinery and equipment in or upon the detention facility.

No FF&E will be removed by Contractor from the detention facility without the prior approval and consent of the County; with appropriate and adequate replacement thereof by the Contractor.

Contractor must manage and maintain the detention facility at its sole cost and expense; and in connection with all of Contractor’s obligations pursuant to this Contract. Nothing in this Contract will prevent Contractor from purchasing or leasing items to be installed pursuant to the specifications.

#### Scope of Service - Supplies

Contractor must maintain adequate inventory of supplies in stock. The contract will include all costs associated with maintaining these supplies in stock and readily available at all times.

#### Other Requirements

Each Offeror must submit documentation to substantiate their ability to perform the required services. This includes, but is not limited to, the following:

1. Qualifications of and number of personnel directly employed by Offeror to perform the services, including the identification of mandatory posts and the process to ensure staffing requirements are met

2. Standards followed or Accreditations earned by Contractor. i.e., (New Mexico Association of Counties (NMAC), American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), including plans to obtain accreditation. If no accreditations are held, Contractor shall commence NMAC Accreditation Process within one calendar year of the execution of this contract.
3. Provision of three (3) current customers, to include name, address, phone number, and email address with whom your company has provided identical or similar services. Provide accurate contact information.
4. Proof of liability and other insurance coverage as required by this RFP. Due to the sensitive nature of this RFP, the award of this proposal will be evaluated on the vendor's ability to perform, and other related factors as indicated above and that represents the best value to Otero County.

### **C. PROCUREMENT AGENT**

The County of Otero has designated a Procurement Agent who is responsible for this procurement and whose name, address, and telephone number are listed is listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Otero.

Ginger Herndon, Certified Procurement Officer  
1101 New York Ave, Room 118  
Alamogordo, New Mexico 88310  
Phone (575) 434-0710  
Fax (505) 443-2914  
[gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us)

### **D. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Otero, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

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

"Procuring agency of the County" means the department or other subdivision of the County of Otero that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Otero Purchasing Office or the Otero County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Otero.

"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 required information and data to prove that their 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 called for in this 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 and delivery requirements.

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

### 1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference

certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

### 2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

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

**A. SEQUENCE OF EVENTS**

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	<b>08/07/17</b>
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	<b>08/15/17</b>
3. Pre-Proposal Conference	PM, PO	<b>08/24/17 1:30</b>
4. Deadline to Submit Additional Questions	PO	<b>08/30/17</b>
5. Response to Written Questions/ RFP Amendments	PM	<b>09/11/17</b>
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>09/20/17</b>
7. Proposal Evaluation	Evaluation Committee (EC)	
8. Notification of Finalists (If desired)	EC	
9. Best & Final Offer (If requested)	Offerors	
10. Oral Presentations (If requested)	Offerors	
11. Contract Negotiations (If needed)	Tentative winner/County	
12. Contract Award*	Purchasing Agent/BCC*	<b>10/12/17</b>
13. Protest Deadline	Offerors	<b>10/27/17</b>

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

**B. EXPLANATION OF EVENTS**

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

**1. Issue RFP**

This RFP is being issued by the Otero County Purchasing Agent on behalf of the County of Otero and the Otero County Board of County Commissioners.

**2. Return of “Acknowledgment of Receipt” Form for Distribution List**

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a

presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

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

Written responses to written questions and any RFP amendments will be emailed out through Purchasing Office. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

### 5. **Submission of Proposal**

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

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Operations of the Detention Center for Otero County RFP", should reference "RFP #18-008 and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

### 6. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.



## **7. Notification of Finalists**

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

## **8. Best and Final Offers**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## **9. Oral Presentations**

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Alamogordo, NM. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

## **10. Contract Negotiations**

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

## **11. Contract Award**

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

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

## **12. Protest Deadline**

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Otero County Procurement Policy #3, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

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

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

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Otero County Procurement Policy (#401-01-3, Resolution 2005-68).

#### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### 2. Incurring Cost

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

#### 3. Prime Contractor Responsibility

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

#### 4. Subcontractors

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

#### 5. Amended Proposals

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

## **6. Offeror's Rights to Withdraw Proposal**

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

## **7. Proposal Offer Firm**

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

## **8. Disclosure of Proposal Contents**

Proposals shall not be opened publicly and shall not be opened to public inspection until after a contractor is selected and a contract is awarded

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

### **13. Governing Law**

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

### **14. Basis for Proposal**

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

### **15. Contract Terms and Conditions**

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

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

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

### **16. Offeror's Terms and Conditions**

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

### **17. Contract Deviations**

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

### **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will

reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

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

22. County Rights

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

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

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

25. Competition

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

**26. Use by Other Government Entities**

**By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their**

**governing directives, may** contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Otero County.

27. Confidentiality

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

28. Electronic mail address required

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

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals the original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

#### **C. PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

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

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents

- d. Cost Response Form\* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form\* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3., below)

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

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

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

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

#### 2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

3. All proposals shall ensure that the terms and conditions offered in response to this RFP, including without limitation the terms relating to compensation, reimbursement for costs, and control over the Project, comply with the requirements set out in 26 C.F.R. 1.141-3, as modified and amplified by Revenue Procedure 2016-44 and Revenue Procedure 2017-13 of the Internal Revenue Service of the Department of the Treasury, such that the contract will not cause any tax-exempt bonds issued previously or in the future to finance improvements to or renovations of the detention facility to be deemed "private activity bonds" within the meaning of the Code, including Section 141 of the Code, and regulations issued pursuant thereto.

4. All proposals shall explain how the proposing entity will comply with the requirements of the preceding paragraph and include proposed language in its offer for inclusion in any contract awarded to the proposed entity. For the purpose of assuring compliance with the preceding paragraph, the County reserves the right to require any entity awarded a contract pursuant to this RFP to provide a legal opinion or other evidence satisfactory to the County of its compliance with this requirement.

### B. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### 2. Prior Experience (200 Points)

Offeror must detail its experience in contract detention facility operations, including but not limited to providing listing of experience with accurate contact information, as well as the credentials and experience of the proposed Detention Facility Administrator (Warden).



**3. Transition Plan (50 points)**

Provide detailed transition plan for performance of the scope of services

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

Offeror must agree, if selected and offered the contract to perform the required work, to submit a certificate of insurance consistent with the insurance section of the attached Contract and naming Otero County as additional insured. Such certificate of insurance does not have to be submitted with the Offeror's proposal but must be provided prior to contract award. A statement of concurrence is required

**5. Plan for Current Detention Center Employees (100 Points)**

Offeror must detail plan for converting of existing detention facility staff to Contractor's employees.

**6. Campaign Contribution Disclosure Form Pass or fail**

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Otero are BCC Chair Janet White; BCC Vice-Chair Susan Flores; Commissioners Lori Bies, Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge Latanya Boyce; Sheriff Benny House and Treasurer Laura Whiteside.)

**7. Programs for Inmates (50 Points)**

Offeror must detail programs it will make available for inmates.

**8. Employee Retention, Training and Quality Assurance (75 points)**

Offeror must detail their employee pay and benefit package, personnel standards and training, how it will provide quality assurance and facilitate county audits, safety and emergency procedures, certifications and standards.

**9. Cost of Operation to the County (150 Points)**

Offeror must provide a proposed cost of providing operation and management services of the Otero County Detention Center, including but not limited to the projected savings to the County compared with current costs of services.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Prior Experience	200
IV.B.3	Insurance	0*
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Plan for Current Detention Center Employees	100
IV.B.6	Campaign Contribution Disclosure Form	0*
IV.B.7	Employee Retention Training & Quality Assurance	75
IV.B.8	Cost of Operation to the County	150
IV.B.9	Programs for Inmates	50
IV.B.10	Transition plan	50

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.B 10, below, as indicated.

### B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

**1. Letter of Transmittal Form (0 Points)**

Pass/Fail only.

**2. Prior Experience (200)**

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

**3. Transition Plan (50 points)**

Points will be provided based on the submission of a detailed work schedule and detail plans for how the transition to the performance of the scope of services will be effectuated.

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

Pass/Fail Only.

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

Pass/Fail Only

**6. Campaign Contribution Disclosure Form (0 Points)**

Pass/Fail Only

**7. Plan for Current Detention Center Employees (100 Points)**

Points will be awarded based on the depth and breadth of offeror's response regarding the conversion of existing detention facility staff to Contractor's employees.

**8. Programs for Inmates (50 Points)**

Points will be awarded based on the depth and breadth of the programs the Offeror will make available to inmates.

**9. Employee Retention, Training and Quality Assurance (75 points)**

Points will be awarded based on Offeror's employee pay and benefit package, Offeror's personnel standards and training, how Offeror will provide quality assurance and facilitate county audits, Offeror's safety and emergency procedures, certifications and standards.

**10. Cost of Operation to the County (150 points)**

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

**E. EVALUATION PROCESS**

1. Initial Review

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

2. Clarifications

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

3. Other Information Sources

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

4. Resident Business/Contractor Preference; Veteran Preference

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX B**

**PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_  
FOR OPERATIONS OF THE DETENTION CENTER**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **Otero County**, hereinafter referred to as the “County” and \_\_\_\_\_, a \_\_\_\_\_ providing legal services with its principal place of business located at \_\_\_\_\_, hereinafter referred to as the “Contractor”.

**WHEREAS**, the County requires legal assistance on matters as directed by the County Attorney; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-153 of the Procurement Code, a request for proposals was issued for a multiple source award for legal services was completed through RFP 18-007

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

**Scope of Work.**

1.1 Management, Operation and Maintenance of Detention Facility. The Contractor shall manage, operate and maintain the detention facility at its sole cost and expense.

1.2 Maintenance and Improvement of the Detention Facility. Under the Performance Schedule, Contractor will keep the detention facility in good order, repair, and condition subject to ordinary wear and tear. Contractor will make all repairs to, and renewals and replacements, necessary to keep the detention facility in good order. Under provisions of the Performance Schedule Contractor may make any additions, modifications, or improvements to the detention facility as Contractor and the County may agree in writing. Title to any such additions or modifications vests to the County.

1.3 Property Inventory. Under provisions of the Performance Schedule the Parties will make an inventory of all furnishings; fixtures, and equipment (FF&E) located at the detention facility or attached to the Detention facility prior to Contractor taking possession. Each Party will have an original of this inventory and each will sign both originals. The Parties will note on the Inventory the condition of each piece of inventoried property.

1.4 Maintenance of FF&E. All replacements of FF&E will be at Contractor’s expense for the Performance Schedule. Upon the County’s request, Contractor will cooperate in an annual joint review and audit of all FF&E as related to the Performance Schedule. No FF&E will be transferred from the detention facility by the County without the prior approval of the Contractor. No FF&E will be removed by Contractor from the existing County detention facility without the prior approval and consent of the County; and, appropriate and adequate compensation or replacement by the Contractor.

1.5 Title to FF&E. Title to all non-declined FF&E listed on the Inventory remains with the County.

1.6 Contractor's Machinery and Equipment. Pursuant to Contractor's obligations to operate, manage and maintain the Detention facility and support facilities at its sole cost and expense; and in connection with all of Contractor's obligations pursuant to this Contract, Contractor will during the term of this Contract have the sole and exclusive right, in its sole discretion and at its own expense, to install items of movable machinery and equipment in or upon the Detention facility and support facilities.

1.7 Taxes, Utilities, and Other Governmental Charges. Contractor will timely pay tangible personal or business property taxes as to Contractor's property and all other taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to Contractor's provision of services, but Contractor will not be responsible for payment of ad valorem taxes on the existing detention facility.

1.8 Utilities. The Contractor is responsible for payment of all utilities including, but not limited to; water, sewer, electricity, and gas necessary in order to operate the detention facility.

1.9 Transition. The County agrees that it will cooperate with and reasonably assist Contractor in facilitating the transition from the current contractor operation of the existing detention facility to the Contractor as the operator of the detention facility.

1.10 Custody and Treatment. Upon the Service Commencement Date, Contractor will operate, manage, and maintain the existing detention facility in a professional manner and in accordance with all standards in connection with the operation, management and maintenance of the detention facility. Contractor will incarcerate and release Inmates upon written authority of a court of competent jurisdiction, or the contracting agency and will at its sole expense provide in a good and workmanlike manner and of a commercially reasonable quality, all goods and services, including, but not limited to, the items listed herein, necessary for and/or incidental to the operation of the detention facility, consistent with inmate rights, and acceptable jail industry standards. Contractor is required to adopt and comply with the Prison Rape Elimination Act (PREA) 28 C.F.R. §115.12 and §115.312. Inmate Handbook is required to include information regarding Inmate rights and processes on how to complain about sexual misconduct, including mechanisms for reporting sexual misconduct to individuals outside the facility.

1.11 Procedures Manual. Contractor will prepare, adopt, and present to the County Manager a procedures manual for the operation specific to the management and operations of this detention facility. Contractor will make such modifications, corrections, and updates in said procedures manual, as are necessary to maintain the facilities in compliance with all applicable laws. Policy shall include PREA's Records Retention Policy, 28 C.F.R §115.71, that requires all reports of administrative or criminal investigations be retained for as long as the alleged abuser is incarcerated with or employed by the county, plus five additional years.

1.12 Training of Employees. Contractor, at its sole cost and expense, with such assistance and cooperation as may be reasonably necessary from the County and the County Manager, will ensure that all employees at the detention facility are adequately trained to perform at the requisite levels and standards required to maintain the safe and orderly control of the facility. In addition to other training that the contractor may provide, all employees will receive:

- (a) Formal Field Training Officer [FTO] shall be conducted prior to an employee being allowed to work independently in supervising inmates. This program is overseen by an experienced and trained FTO, and all subject matter included in the program will be documented and recorded in the individual's training file. This program is a formal mentoring and guidance process conducted by Contractor supervisory personnel.
- (b) Eighty hours of formal detention officer course for all new employees, as soon as practical and within the first six months of employment. a. Up to 60 hours of this course may be provided by interactive [on-line] distance learning. The remaining 20 hours will be in person and include testing, and proficiency demonstrations by the student officers.
- (c) Sixteen hours of additional detention facility skills and liability training. This training will include such topics as suicide prevention, use of force, medical and mental services, fire suppression, searching, and restraints.
- (d) Adequate training shall be conducted for employees assigned to the Special Management Unit which houses mentally ill inmates, protective custody inmates and disciplinary segregated inmates.

All formal training will be provided by experienced and certified or licensed law enforcement or jail instructors. For purposes of this proposal a certified or licensed instructor means an instructor with at least three (3) years' experience in jail operations, who has completed a state [New Mexico or other] sanctioned instructor course in the subject matter to be taught. FTOs should be experienced in jail operations, and trained or experienced in mentoring and providing one-on-one instruction. FTO course training is preferred. The Contractor will maintain all Contractor employees' employment, pay, and training records. All such records will be maintained in good order, and are subject to inspection by the County Manager during all reasonable business hours. The Contractor may use its own in-house or other contract training services, however remains solely responsible for ensuring that all employees are adequately trained and supervised.

1.13 Utilization of Other Facilities. The County agrees it will not house County Inmates in any facility other than the detention facility described herein, except in exigent circumstances. Coordination of housing in other facilities is encouraged.

1.14 Performance Schedule - Housing of Non-County Inmates.

- (a) Under the Performance Schedule, Otero County Inmates are given first priority for detention facility beds.
- (b) Subject to the provisions of this Contract, the Contractor may enter into separate contracts with other entities for the housing of other entities' Inmates when space is available at the detention facility.
- (c) If at any time the existing Detention facility is at capacity and a County Inmate is presented, Contractor will immediately accept that Inmate and organize the transfer of the non-County Inmate from the detention facility.

1.15 Safety and Emergency Procedures. Contractor will develop plans to provide for emergencies such as labor disputes, riots, escape, fire, and manmade or natural disasters. These 25

plans will be submitted to the County Manager prior to the Service Commencement Date for review and approval. Contractor will assist the County in soliciting the approval of such procedures by other law enforcement agencies.

1.15 Sanitation/Hygiene. Contractor will provide sanitation/hygiene in all locations at the detention facility in conformity with the Standards.

1.16 Accreditation. Contractor will receive and retain all licenses, certifications, and inspection reports necessary for the safe and orderly operation of the facility.

1.17 Recreation. Contractor will provide Inmates with opportunities for exercise and leisure time activities in accordance with the Standards. The recreational program will include both in-door and out-door activities for eligible inmates.

1.18 Access to Courts. Contractor will provide Inmates access to courts in accordance with the Standards; to include access to a law library (paper or electronic).

1.19 Routine Health Care Services. Contractor will provide and be responsible for the cost of basic, routine, and preventative medical, dental, and psychological services, and over-the-counter pharmaceuticals to any Inmate, including first aid and emergency outpatient care and shall conduct routine review of inmates housed in the Special Management Unit to ensure sufficient documentation and justification exists for keeping them in the special unit.

1.20 Other Health Care Services.

(a) The cost of hospitalization, prescription drugs, surgical and non-routine dental care for an Inmate will be the obligation of the Prisoner Transfer Source or the jurisdiction from which the Inmate was assigned to the detention facility, including Inmates from the County, except as otherwise provided by Agreement.

(b) County will not be obligated to pay or bear any cost of any medical or health care (or transportation to obtain such care) for any Inmates, other than County Inmates.

1.21 Food Service. Contractor will provide food service for Inmates in accordance with the Standards. The county currently has a contract with Trinity Services Group and the contract expires June 30, 2017.

1.22 Laundry. Contractor will provide laundry services for Inmates in compliance with the Standards.

1.23 Transportation. Contractor will provide full transportation for Inmates to and from the Otero County Detention Center, to and from all Otero County Courts, including but not limited to Magistrate Court, and hospital or other healthcare providers.

1.24 Commissary. Contractor will provide a commissary in accordance with the Standards. The proceeds from the commissary will be utilized to establish and maintain the commissary for Inmates' benefit and to pay for costs associated with its operation, including commissary staff salaries. The commissary may be located off-site. The county currently has a contract with Trinity Services Group and the contract expires June 30, 2017.

1.25 Mail. Contractor will provide delivery of mail to inmates in the detention facility in compliance with the Standards.

1.26 Inmate Telephone System. Contractor will provide a telephone system in accordance with the Standards. The county currently has a contract with GTL and the contract expires June 30, 2017.

1.27 Religion. Contractor will provide for religious services and provide other social programs in compliance with Standards.

1.28 Facility Supplies. Contractor will provide all detention facility supplies necessary and/or incidental to the operation, management and maintenance of the detention facility; including, but

not limited to; general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, towels, and clothing.

1.29 Grievance Procedure. Contractor will provide a formal grievance procedure for Inmates in compliance with the Standards, to include PREA §115.52 requirement to permit an inmate to report sexual misconduct to anyone at any time. Time deadlines for filing a complaint must enable such reporting.

1.30 Security and Control. Contractor will provide security and control in accordance with the Standards at the detention facility and during any transportation of the Inmate.

1.31 Communication and Cooperation. The County through the oversight of the County Manager will reasonably cooperate with Contractor in all matters of law enforcement, security, and communications. The County and the County Manager will reasonably assist and cooperate with Contractor in providing information requested by Contractor in the screening of candidates for employment to the extent such information may be lawfully obtained or released under federal or state law. The Contractor will verify to the County that all Contractor employees undertaking detention facility duties meet the requirements for training, licensing/certification, and hiring as required by the state, and this contract.

1.32 Prisoner Escape. In the event an Inmate confined in the detention facility escapes from the detention facility, Contractor will immediately notify appropriate law enforcement agencies, including the Otero County Sheriff, of such escape. The County Sheriff with the full assistance of the Contractor will coordinate activities for the capture and return of the escaped Inmate pursuant to the written policies and procedures developed by the Contractor and approved by the County. The Contractor will expend all reasonable efforts in assisting in the capture and return of any escaped Inmates.

1.33 Staffing / Personnel.

(a) Contractor will provide sufficiently qualified and trained personnel, in accordance with the Standards, to deliver twenty-four (24) hour care and supervision of inmates, as well as all administrative and support service personnel for the overall operation of the detention facility. Per PREA. §115.13, Staffing Plan will provide for adequate levels of staffing and video monitoring to protect against sexual abuse.

(b) Contractor, will give preferential consideration in hiring to current employees, subject to said employees meeting Contractor's conditions of employment. Those current employees not meeting the established training, screening, and proficiency level demonstrations, if hired by the Contractor, will be screened, trained, and demonstrate proficiency within the first 6 months of the contract.

(c) Contractor will provide its employees a benefit package that includes wages at a level to attract, and retain employees thereby reducing turnover and inefficiency.

(d) Prior to employment of any individual with Contractor, Contractor will subject all applicants to a background check, including criminal, medical, psychological, drug screen, and employment history to the extent allowed by law and in accordance with the Standards. These records become a part of the employee file, and are subject to inspection by the County Manager, and other regulatory authorities. Per PREA §115.17, Contractor is prohibited from hiring or promoting anyone who may have contact with inmates who have been convicted of engaging or attempting to engage in sexual activity by force or through threats of force or coercion or who has engaged in sexual abuse in a secure facility.

(e) Personnel Policy will include a provision that a violation of the detention center sexual misconduct policy is cause for termination of staff. 27



(f) The Contractor will obtain approval from the County Manager regarding the Contractor's Warden (or main supervisory official) positions. This individual will have at least five (5) years of detention facility management or supervisory experience. The County Manager's approval will not be unreasonably withheld.

1.34 Use of Local Disadvantaged Businesses and Local Hiring. Contractor will use reasonable efforts to identify and utilize disadvantaged businesses as sub-contractors and suppliers that may provide or have the potential to provide supplies, materials, services, and equipment to Contractor for performance of this Contract. Contractor will use its best efforts to purchase local goods and services in connection with the operation, maintenance, and management of the Detention facility. Contractor will also encourage its subcontractors to similarly utilize disadvantaged businesses, hire local personnel, and purchase goods and services locally.

1.35 Current Contract with Other Entities. Otero County has agreements with USMS, and the Bureau of Indian Affairs [BIA] to house federal inmates at the current charge of \$\_\_\_ per-bed-per-day. The County also houses municipality inmates (within the County) at contracted per-bed-per-day rates. The county is interested in maintaining these contractual relationships.

1.36 Performance Schedule Proposals. Otero County is seeking proposal to operate the current detention facility under a full operation and management contract. The Contractor is required to provide all security, support, and management staff, expendables, and materials necessary to operate the facility.

1.37 Post Conviction Actions. Confinement by Contractor will not deprive any Inmate of any legal right which he would have if confined in a State-operated incarceration or detention facility. Contractor will not be responsible for defense of any post-conviction action, including appeals and writs of habeas corpus, by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

1.38 Defense/Immunity. By entering into this Contract, the Contractor does not waive any immunity defense nor does Contractor waive any immunity, which may be extended to it by operation of law including limitation of damages.

1.39 Notice of Claims. The Contractor and the County agree that they will within ten (10) working days of receiving notice of a claim resulting from or arising out of, in whole or in part, the operation, management, and maintenance of the Detention facility under this Contract, provide written notice of such claim to the other.

1.40 Prior Occurrences. Contractor will not be responsible for any losses or costs resulting from litigation pending at the time this Contract becomes effective or for lawsuits arising thereafter relating to events or conditions which occurred or existed prior to the effective date of this Contract. Contractor agrees to cooperate with the County in defense of these suits.

1.41 Standards for Conditions of Confinement. Within one (1) month of the execution of this Contract, Contractor will provide the County with written comprehensive standards for conditions of confinement, and detailed policies and procedures. Said documents will be incorporated as an addendum to this Contract.

1.42 Monitoring by County. The County Manager will have access at all times to all areas of the detention facility. The County Manager or designee may conduct on-site QA and audit inspections of any facilities covered by this contract. Contractor will, at no cost to the County, provide the County Manager Office space within the detention facility as reasonably necessary to perform his QA and auditing. Regularly scheduled reports on incidents, population information, grievances and inmate disciplinary actions shall be provided to County Manager.

Inmate Records. Contractor will establish and operate a record and report system, which is consistent with applicable Standards. Upon termination of the Inmate's confinement, Contractor will forward the Inmate's records to the Contract Monitor. Contractor will retain public information, which cannot identify the former Inmate, copies of any research data, which has been depersonalized, and copies of reports generated by Contractor.

1.44 Confidential. To the extent allowed by applicable state and federal laws, any confidential information provided to or developed by Contractor in the performance of this Contract will be kept confidential and will not be made available to any individual or organization by Contractor or the County without prior written approval of the other party.

1.45 Criminal History Records.

(a) To assist Contractor, the County will provide to Contractor, to the extent allowed by law and at no cost to Contractor, copies of the NCIC and/or FBI criminal history records for each person booked into the Detention facility. This will be provided during or immediately after the initial booking process.

(b) If requested by Contractor and legally permissible, the County, with the consent of the applicant, will provide these records for each job applicant whom Contractor considers to hire.

1.46 Existing Contracts. The Parties expressly recognize that presently existing contracts between the County and others relative to the operation of the Detention facility are binding on Contractor, unless expressed herein.

#### Compensation

A. Contractor shall be paid for services at a rate not to exceed [insert amount] for its operation, maintenance and management of the CCDC. Contractor shall submit to the Otero County Finance Department itemized invoices detailing the County's number of inmate days and any applicable medical costs. The per diem for housing of Otero County inmates at the CCDC shall be \$\_\_\_\_ per inmate per day. Otero County shall pay Contractor for the day Contractor takes custody of an inmate and every subsequent day the inmate remains in Contractor's custody. Payment shall be made within forty-five (45) days of receipt of the invoice. The parties recognize that rates agreed upon in this contract are based upon current law, applicable policies, ACA standards, regulations and economic conditions in effect as of the date of this Agreement. Except as otherwise stated herein, the costs of providing routine medical services such as on-site sick call and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies, mental health or dental services, customarily provided to persons sentenced to confinement in the CCDC shall be considered usual costs incidental to the operation of the CCDC and part of the costs reimbursed by the fixed inmate day rate as provided by this Agreement.

Otero is responsible for all off-site medical, mental health and dental services, prescription drugs and associated treatments, including all costs associated with hospitalization of an inmate. As provided herein, Contractor shall provide transportation and security to such off-site medical services listed in paragraph (b) and provide security therefor. Contractor shall receive written authorization for any inmate requiring off-site medical attention in all non-emergency situations. Contractor shall notify the County as soon as practicable of an emergency medical situation.

B. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall be effective upon the last date of signature by the parties and shall terminate on \_\_\_\_\_, unless earlier terminated pursuant to Section 5 (Termination) of this Agreement. The term of this Agreement is subject to extension in one-year increments, not to exceed a total term of four years. subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

### **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 15 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due

diligence be cured within 15 days, the breaching party shall have a reasonable time to cure the breach, provided that, within ten days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than ten days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination and specifically authorized in writing by the County but shall not be liable for any work performed after the effective date of termination or performed without the County's specific written authorization.

**6. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**7. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted

**10. INDEMNITY**

A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

**11. RECORDS AND INSPECTIONS**

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records

during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”).

**12. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County’s decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

**13. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**14. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**15. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

**16. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

**17. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**18. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, Scope of Work, of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**19. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. EQUAL OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**21. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**22. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

**23. NOTICE OF PENALTIES**

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

**24. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, Compensation and Invoicing, of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**27. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**28. INSURANCE**

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Otero shall be a named additional insured on the policy.

Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

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

Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$3 million per occurrence.

**29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Secretary of State on Contractor's behalf.

**30. Notice:** This Agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs. Receiving a bribe by a public officer or public employee (Section 30-24-2 NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense or offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

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

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY:**

By: \_\_\_\_\_  
Chairman Janet White

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

Attorney: \_\_\_\_\_  
Lisa Jenkins

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Mailing Address:**

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

**ATTEST:**

\_\_\_\_\_  
**Robyn Holmes, Clerk**

**DATE:** \_\_\_\_\_

**TELEPHONE:** (     ) \_\_\_\_\_

**FAX-**(     )/ \_\_\_\_\_

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

## **Attachment 1**

### **Scope of Work**

Required activities include, but are not necessarily limited to, the following:

- A. Contractor will provide legal counsel and guidance to the County Commissioners, the County Manager, upper management and elected officials with respect to all legal matters relevant to the County, including litigation, arbitration/mediation, quasi-judicial activities, ordinance/rule policy promulgation, personnel matters, procurement matters, subpoena responses, inspection of public records act requests, open meeting laws, election issues, transactional matters, and real property issues.
- B. Contractor will anticipate and identify legal issues and counsel managers to develop legal strategies and solutions.
- C. Contractor will draft, review, and approve policies and procedures, ordinances, resolutions, regulations, bylaws, contracts, procurement documents and other legal documents or legal instruments.
- D. Contractor will review, research and interpret and prepare both written and oral opinions on a wide variety of legal issues.
- E. Contractor will conduct legal research and analysis and will prepare written and verbal opinions of counsel as needed.
- F. Contractor will review, prepare and approve contracts involving leases, licenses, purchases, sales, insurance, employment, research and related matters.
- G. Contractor will represent Otero County in administrative hearings including without limitation personnel hearings, represent the County and its officials in litigation and oversee such representation.
- H. Contractor will prepare findings of fact and conclusions of law on behalf of the County in Quasi-judicial matters; Contractor will defend Otero County in administrative appeals.
- I. Contractor will prosecute, defend or otherwise conduct litigation on behalf of the County for which there is no insurance coverage.
- J. Contractor will negotiate settlements involving legal issues or transactions on behalf of the County in conjunction with County Officials.
- K. Contractor will assist with supervision of support staff.
- L. Contractor will maintain professional growth and development through seminars, workshops, and professional affiliations to keep abreast of latest developments.
- M. Contractor will perform miscellaneous job-related duties as assigned.





APPENDIX D

**REQUEST FOR PROPOSAL  
OPERATIONS OF THE DETENTION**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **August 15, 2017**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

Ginger Herndon, Purchasing Agent  
RFP 18-008  
Otero County  
1101 New York Ave  
Alamogordo, New Mexico  
Fax: 575-443-2914  
E-mail: [gherndon@co.otero.nm](mailto:gherndon@co.otero.nm).

## APPENDIX E

### 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)

**APPENDIX C**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference 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 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 \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, 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 award of the procurement involved if the statements are proven to be incorrect.

## **PROPOSAL CHECKLIST OTERO COUNTY / PURCHASING DEPARTMENT**

Did You:

- ☞ Include One (1) original and 5) five copies of the proposal
- ☞ Fill Out and Sign The Campaign Contribution Form
- ☞ Acknowledge all addenda
- ☞ Review all clarifications/questions/answers
- ☞ Complete the Signature Form

**Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave. Room 118, Alamogordo, NM 88310 on or before 09/20/17 at 3:00 pm (local time).**

- ☞ Clearly mark your proposal **RFP 18-011 OPERATION OF THE DETENTION CENTER SERVICES opened 09/20/17 @ 3:00 pm** 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.