

COUNTY OF OTERO STATE OF NEW MEXICO



REQUEST FOR PROPOSAL FOR MANAGEMENT OF THE CHAPARRAL HEALTH CLINIC ADMINISTRATION

RFP #18-012
NIGP # 95856, 94874

PROPOSAL DEADLINE: THURSDAY, SEPTEMBER, 21
2017 @ 3:00 P.M.

PROCUREMENT AGENT: 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, Room 118, New York Ave, Alamogordo, NM 883101 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/purchase.htm>

RFP # 18-012 MANAGEMENT OF THE CHAPPARRAL HEALTH CLINIC

OPENED THURSDAY, SEPTEMBER 21, 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.

SECTION 1 GENERAL INFORMATION

GENERAL INFORMATION/PROJECT DESCRIPTION

The County of Otero is issuing a Request for Proposals for the management and operation of our primary care health clinic located in the community of Chaparral, New Mexico. The successful Proposer will have experience in running similar facilities; offer a detailed plan of startup; offer a detailed plan of coordination with the New Mexico Department of Health in accordance with 7 NMAC 11.2 for licensure; a plan for staffing; a plan for coordinating the construction and equipping of the new facility; and provide an analysis of patient costs.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

In order to adequately supply the committee members involved in reviewing the RFP's and making the selection, we are requesting **one (1) original and three (3) copies** of the RFP to be submitted. **Submit one (1) original fee estimate under separate sealed cover on your firm's letterhead and mark it "Fee Estimate."** Make certain you address all items requested to ensure a responsive submittal.

SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	08/23/17
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	09/08/17
3. Pre-Proposal Conference		N/A
4. Deadline to Submit Additional Questions	PO	09/7/17
5. Response to Written Questions/ RFP Amendments	PM	09/13/17
6. Submission of Proposal	Offerors	09/21/17
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*	10/12/17
13. Protest Deadline	Offerors	10/27/17

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

EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section I.

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 “Acknowledgment of Receipt” form that accompanies this document (See Appendix D) 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 I (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. (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section 4, Paragraph 4.3.5.4.)

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 “Acknowledgment of Receipt” Form found at Appendix A. A new “Acknowledgment 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 I. (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 4, Paragraph 4.3.5.4 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 #18-012 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 I. (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. (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 I. (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 I. (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 I. (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. 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 I. (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.

SECTION 2 SCOPE OF WORK

SCOPE OF WORK:

The successful proposal shall include, but is not limited to:

1. A detailed history of the organization's experience with administering similar clinic facilities and applicable certification/licenses to operate the facilities in the State of New Mexico.
2. Documentation demonstrating financial solvency and outstanding past record of performance.
3. A detailed plan for staffing the facility.
4. An analysis of individual medical costs; a commitment to controlling individual patient costs; a sliding scale patient cost discussion, an estimated operating budget to include indigent care.
5. A detailed cost proposal, under separate cover, to operate the facility for the county.

SECTION 3 EVALUATION CRITERIA

3.1 CRITERIA AND POINT VALUES

III. 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.
III. B1	LETTER OF TRANSMITTAL FORM	0*
III. B2	EXPERIENCE	200
III. B3	INSURANCE	0*
III. B4	REFERENCE AND PAST RECORD OF PERFORMANCE	200
III. B5	PROJECT MANAGEMENT	150
III. B6	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	0*
III. B7	COST OF OPERATION TO THE COUNTY	150
	TOTAL POSSIBLE POINTS	700

*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)

Points will be awarded based on number of years of providing similar health clinic 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. Insurance (0 Points – Pass/Fail Only)

4. Reference and past record of performance (200 Points)

Minimum of three references and past record of performance, such as control cost, quality of work

5. Project Management (150 points)

Ability and resources to effectively manage and complete work on schedule.

6. Campaign Contribution Disclosure Form (0 Points Pass/Fail Only)

7. Cost of Operation to the County (150 points)

Offeror must complete and submit the Cost Response Form, providing the proposed cost for accomplishing the services called for herein **COST FORM IS TO BE INCLOSED IN A SEPARATE SEALED ENVELOPE IN THE RFP PACKAGE**. 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

SECTION 4 INSTRUCTIONS TO OFFERORS

4.1 DEFINITIONS AND TERMS

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

4.2 REQUEST FOR PROPOSAL DOCUMENTS

4.2.1 COPIES OF REQUEST FOR PROPOSALS

- 4.2.1.1** A complete set of the Request for Proposals may be obtained from the County of Otero as stated in the RFP Notice.
- 4.2.1.2** A complete set of the Request for Proposals shall be used in preparing proposals; the County of Otero assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- 4.2.1.3** The County of Otero in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

4.2.2 INTERPRETATIONS

- 4.2.2.1** All questions about the meaning or intent of the Request for Proposals shall be submitted to the Purchasing Agent of the County of Otero in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County of Otero having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2.2.2** Offerors should promptly notify the County of Otero of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

4.2.3 ADDENDA

- 4.2.3.1** Addenda will be mailed, by facsimile or hand delivered to all who are known by the County of Otero to have received a complete set of Request for Proposals.
- 4.2.3.2** Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- 4.2.3.3** No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- 4.2.3.4** Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

4.3 PROPOSAL SUBMITTAL PROCEDURES

4.3.1 NUMBER, FORM AND STYLE OF PROPOSALS

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

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

4.3.1.3 All proposals must be a maximum of 35 pages, including title, index, etc., not including front and back covers.

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

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

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

4.3.1.7 A pre-proposal conference will not be held.

4.3.2 SUBCONSULTANTS

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

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

4.3.3 DEBARRED OR SUSPENDED CONTRACTORS

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

4.3.4 RESIDENT/VETERAN BUSINESS PREFERENCE

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.

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>

4.3.5 SUBMITTAL OF PROPOSALS

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

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

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

4.3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

4.3.6.1 A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

4.3.6.2 Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

4.3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

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

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

4.3.8 REJECTION OR CANCELLATION OF PROPOSALS

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

4.4. CONSIDERATION OF PROPOSALS

4.4.1 RECEIPT, OPENING AND RECORDING

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

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

4.4.2 PROPOSAL EVALUATION

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

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

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

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

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

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

4.4.3 NEGOTIATIONS (13-1-122 NMSA 1978)

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

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

4.4.4 NOTICE OF AWARD

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

4.5. POST-PROPOSAL INFORMATION

4.5.1 PROTESTS

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

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

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

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

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

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

4.5.2 EXECUTION AND APPROVAL OF AGREEMENT

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

4.5.3 NOTICE TO PROCEED

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

4.5.4 OFFEROR'S QUALIFICATION STATEMENT

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

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

4.6.1 EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

4.6.1.1 Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The

Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Contractor agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

SECTION 5 GENERAL TERMS AND CONDITIONS

5.1 GOVERNING LAW

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

5.2 INDEPENDENT CONTRACTORS

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

5.3 BRIBES, GRATUITIES AND KICK-BACKS

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

5.4 STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFERER

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

5.5 CONTRACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS

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

5.6 INSURANCE

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

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

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

CONDITIONS

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

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

(terms)

rev 05/96

APPENDIX A

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 B

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.

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.

APPENDIX D

REQUEST FOR PROPOSAL MANAGEMENT OF THE CHAPARRAL HEALTH CLINIC

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 18-012
Otero County
1101 New York Ave
Alamogordo, New Mexico
Fax: 575-443-2914
E-mail: gherndon@co.otero.nm.

APPENDIX E

PROFESSIONAL SERVICES AGREEMENT WITH _____ FOR MANAGEMENT OF THE CHAPARRAL HEALTH CLINIC

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 Management Services was completed through RFP 18-012

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 The Contractor, through its various community services, programs, and /or affiliates, and its medical staff shall provide primary care services to all residents of Chaparral.

1.2 Primary care, for the purposes of this Agreement, means and is limited to medical diagnosis and treatment provided by a physician or a mid-level practitioner at Contractor's facility, preventative practice of medicine through detection and preventive treatment; immunizations; physical examination; and in-house pharmacy services

1.3. Primary care shall never include elective treatment, or treatment for cosmetic purposes or treatment, which includes a more expensive procedure or product, when a less expensive procedure or product is available (i e a gold filling when an alloy filling is available). For the purposes of this Agreement, "elective treatment" includes any surgery, procedure, care, prescription, or other service, which is not a medical necessity to maintain the physical health of the eligible patient.

1.4 Submit a complete copy of the Contractor's annual audit within 30 days of the Contractor's receipt of the finalized audit findings.

2. COMPENSATION AND INVOICING

Total compensation under this Agreement shall not exceed \$_____, annually, which is based upon the operational revenue projections, contained in response to RFP18-012.

2.1 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 \$1,000,000 single limit 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 of Otero 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 shall specifically insure the hold harmless provisions of this Agreement.

1.6 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.7 Increase 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 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

1.8 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.9 Increase 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 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

3. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Otero County Commission or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Otero County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor. 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 its funds are sufficient for fulfillment of this Agreement shall be final.

4. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

5. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

6. 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.

6.1 The confidentiality of patient health information shall be in accordance with Federal and State healthcare confidentiality requirements.

6.2 In the event the County receives any individual confidential health care information for purposes of billing and payment, same shall be kept confidential in accordance with Federal and State healthcare confidentiality requirements.

7. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports data or other material prepared under this Agreement.

8. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

10. 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 understanding have been merged into this written Agreement. No prior agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. SEVERABILITY

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

12. APPLICABLE LAW

In providing the SCOPE OF WORK outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local government laws and ordinances. This Agreement shall be construed to be in accordance with the laws of the State of New Mexico.

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# _____

PROPOSAL CHECKLIST
OTERO COUNTY / PURCHASING DEPARTMENT

Did You:

- ☞ Include One (1) original and 3) Three 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 09/21/17 at 3:00 pm (local time).

- ☞ Clearly mark your proposal **RFP 18-012 MANAGEMENT OF THE CHAPARRAL CLINIC OPEN 09/21/17 @ 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.