



REQUEST FOR PROPOSAL (RFP)
FOR
MANAGEMENT AND OPERATION OF THE OTERO COUNTY
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) FACILITY
ADMINISTRATION

RFP #20-025
NIGP CODE 971

Bid Deadline: Thursday, July 16, 2020
@ 4:00 P.M.
Procurement Agent: Ginger Herndon

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

TITLE: MANAGEMENT AND OPERATION OF THE OTERO COUNTY ICE FACILITY
RFP NO: 20-025
OPEN: THURSDAY, JULY 16, 2020 @ 4:00 PM

FOR ADDITIONAL INFORMATION CONTACT:

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

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

<u>VIA MAIL</u>	<u>HAND CARRIED</u>
OTERO COUNTY PURCHASING 1101 NEW YORK AVE. ROOM 118 ALAMOGORDO, NN 88310	PURCHASING OFFICE 1101 NEW YORK AVE, ROOM 118 ALAMOGORDO, NM 88310

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

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

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE CONTAINING ONE (1) ORIGINAL, FIVE (5) PROPOSAL COPIES AND ONE ELECTRONIC COPY MUST BE SEALED AND THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

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

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL NOT BE ACCEPTED

**PART I – PROPOSAL INSTRUCTIONS
 PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION
 PROCUREMENT MANAGER CONTACT**

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

DUE DATE - Proposals will be received at the office of the Otero County Procurement Officer prior to **July 16, 2020 at 4:00 P.M. (Local time)** at which time the proposals will be opened and recorded as received. The sealed envelope containing the completed proposal must be marked with the **RFP Title and RFP Number, Due Date** and delivered to:

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

CONTACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS

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

All proposals not received by the Submission Date shall be rejected and returned unopened.

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	05/18/20
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	05/29/20
3. Pre-Proposal Conference	PM, PO	NA
4. Deadline to Submit Additional Questions	PO	06/19/20 @5:00 PM
5. Response to Written Questions/ RFP Amendments	PM	06/26/20 @5:00 PM
6. Submission of Proposal	Offerors	07/16/20 @4:00 PM
7. Proposal Evaluation	Evaluation Committee (EC)	TA
8. Notification of Finalists (If desired)	EC	TA
9. Best & Final Offer (If requested)	Offerors	TA
10. Oral Presentations (If requested)	Offerors	TA
11. Contract Negotiations (If needed)	Tentative winner/County	TA
12. Contract Award*	Purchasing Agent/BCC*	08/13/20
13. Protest Deadline	Offerors	07/31/20

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

1. **APPROPRIATIONS** - Award of this Contract is contingent upon sufficient appropriations being allocated by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorize their allocation, the agreement shall, notwithstanding any other provisions, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
2. **BRIBES, GRATUITIES AND KICK-BACKS** - Pursuant to 13-1-191 NMSA 1978, (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), the criminal laws of New Mexico prohibit bribes, kickbacks and gratuities, the 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.
3. **CLARIFICATIONS** - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer Contact information is Ginger Herndon, 1101 New York Ave, Alamogordo, NM 88310, email gherndon@co.otero.nm.us, phone 575-434-0710. Offerors may contact **ONLY** the Procurement Officer regarding the terminology stated in the procurement documents. Other County employees do not have the authority to respond on behalf of the County.

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

No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

4. **COLLUSION** - Collusion among Offerors or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. Offeror's proposal may not be made in the interest, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. Offeror may not, directly or indirectly by agreement, communication or conference with anyone attempted to induce any action prejudicial to the interest of the County, or of anyone else interested in the proposed contract. Two or more specifically identified organizations may choose to submit a collaborative proposal. The attached Non-Collusion Affidavit must be executed along with the Proposal.
5. **COMPETITION** - In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.
6. **CONTACTS** - Offerors **MAY NOT** Contact the Otero County Manager or staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.
7. **CONTRACTS** - The contract between Otero County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, including best and final offer, will be incorporated into and become part of the contract.

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

Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal. This will be a one (1) year contract with the option to renew for an additional seven (7) years not to exceed a total of eight (8) years.

8. **COST** - All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Offeror.
9. **DEBARMENT & SUSPENSION** - The Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.
10. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.
11. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
Otero County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors and Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals and/or bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
12. **GROSS RECEIPTS TAX** - New Mexico Statutes require that the proposed amount exclude the applicable state gross receipts tax or applicable local option tax but that the Contracting Agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.
13. **INCOMPLETE RESPONSES** - The County reserves the right to eliminate any Offeror that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
14. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

Standard Insurance	Limits Not Less Than
Commercial and General Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker's Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
Specialized Insurance	
Professional Liability	\$1,000,000
Garage Keeper's Liability	\$50,000
Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000

15. **IRREGULARITIES** - The County reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible Offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.
16. **NEGOTIATIONS** - Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Offeror.
17. **NEW MEXICO RESIDENT BUSINESS PREFERENCE** - New Mexico Resident Businesses shall be awarded the equivalent of five percent of the total possible RFP evaluation points, which computes to 50 additional points To be considered resident, Businesses must provide a copy, with their Proposal, of their Certification as a Resident Business issued by the State of New Mexico Taxation and Revenue Department. This preference shall not apply to projects which involve participating federal funds. For more information on obtaining the Certification go to the TRD website at: <http://www.tax.newmexico.gov/Default.aspx>.
18. **NEW MEXICO RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year, shall be awarded 100 additional points.

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>
19. **NO OBLIGATION** - This procurement in no manner obligates Otero County until a valid signed contract is executed.
20. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA Procurement Code, Section 13-1-129, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement with the awarded contractor. Contractual

engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Otero County.

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

22.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

Determine responsible Offerors and responsive proposals.

Responsible Offeror: An Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the items described in the Request for Proposal.

Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought.

Reject any or all proposals in part or in whole.

23. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Department in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

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

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

23.3 The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:

23.3.1 State the reasons for the action taken; and

23.3.2 Inform the Protestor of the right to judicial review of the determination pursuant to

§13-1-183 NMSA 1978.

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

24. **REJECT ALL** - Pursuant to §13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, in whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.
25. **RFP RESPONSES** - By responding to this RFP, Offerors acknowledge and consent to the rights and conditions set forth in this RFP.
26. **SOLE INTERPRETER** - Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications, and sole judge as to whether the item proposed, or any part or fitting thereof, complies with the specifications.

DEFINITIONS - This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:
This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“**A/E**” means architect/engineer.

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

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

“**Contractor**” means successful Offeror awarded the contract.

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

“**Entity**” means Otero County.

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

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

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

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

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

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

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

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

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of services described in the proposal.

“Responsive Offer” or “Responsive proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality or delivery requirements.

PART II THE PROJECT OVERVIEW

Otero County is soliciting proposals to obtain the services of a firm to operate, manage and supervise the ICE Facility on behalf of Otero County, receive, detain and care for all properly classified prisoners for which the facility is approved for.

BACKGROUND

The Otero County Processing Center was built in 2007 it is a 226,731 square foot facility with 1,100 beds, 20 pods, and total number of offices 88; constructed for housing prisoners for the Immigrations and Customs Enforcement. The Processing Center is located at 10 McGregor Range Road Chaparral, New Mexico, about six miles north of the New Mexico-Texas border and about thirty miles north of downtown El Paso, TX.

The Processing Center is owned by the Board of County Commissioners of Otero County, New Mexico. The Board financed construction of the facility with bonds issued under Otero County Ordinance 2007 #17-06 & 7-04. The debt service on these bonds is about \$252,000.00 per month. The operator of the facility is expected to comply with the requirements of Ordinance 2007- 17-06 & 7-04, which is attached.

SERVICES TO BE PROVIDED

The Operator must provide all services, resources, supplies, materials, and staff necessary to completely operate the Facility and to provide housing, care, supervision, and program services for prisoners committed to the Facility and all related programs. The Operator is expected to:

- a. provide operation, management, maintenance, staffing, supervision, training and program services that meet or exceed the standards, regulations and criteria Immigration and Customs Enforcement and the requirements of the prisoner housing contracts. The proposal must address in detail how the proposer intends to accomplish these requirements if selected as Operator (copies of existing prisoner housing contracts are available for inspection and review);

- b. comply with the most recently issued editions of both (1) National Detention Standards and (2) Performance-Based National Detention Standards, both issued by Immigration and Customs Enforcement;
- c. manage and operate the Facility in compliance with all applicable federal, state and local laws, standards, regulations, codes, and judicial decrees;
- d. establish an operational plan and all written policies, plans, procedures and rules required by the Board, Immigrations and Customs Enforcement, or by prisoner housing contracts:
- e. provide food and beverage services, utilities, clothing, laundry services, recreational services, vocational services, counseling services, programs, medical and dental care, repair, upkeep and maintenance of the Facility/equipment, systems and furnishings, staff, supervision, training, inventory and supplies, hygiene services/products/facilities, procurement and purchasing, record keeping, reports, bedding, risk management, safety plans and equipment and all other services, programs, personnel or tangible things necessary for the operation of the Facility and the detention of prisoners;
- f. execute an Operation and Management Agreement on substantially the same terms and conditions set out in the exhibit attached hereto, and must provide all services, insurance, and expenses made the Operator's responsibility therein.
- g. shall defend, indemnify, and hold harmless the Board and its officers, employees, agents, and representatives from and against any and all claims, damages, losses, costs, assessments, penalties, attorney's fees or other expenses that arise from or result from (or are alleged to arise from or result from) any negligent or wrongful act, or failure to act, of the Operator or its officers, employees, agents, and contractors;
- h. assign the Contract only with the prior written consent of the Board;
- i. be compensated on a per diem/per prisoner basis (actual occupancy) to be paid monthly solely out of revenues generated by the Facility from the detention/housing of prisoners; the method of compensation is to be as set out in the attached proposed contract
- j. agree (1) the Operator's contract shall not be an obligation or debt of the County payable from tax or other revenues or funds of the Board, (2) the Board will have no obligation or liability for amounts due under the Contract except to the extent of revenues generated by the Facility and actually received by the Board after application of the said revenues as set out in the proposed contract.
- k. make in its proposal (1) a fee schedule, per prisoner, per day, for which it proposes to operate and manage the Facility for the Board and (2) listing the Board administrative or equivalent fee it will pay to the Board.
- l. treat all income from the Facility as Facility Revenues, including but not limited to, income from telephone contracts, however, income from telephone contracts shall be applied separately as set out in the proposed contract;
- m. provide the Board with monthly reports on enrollment and billing;
- n. provide the Board with all reports required by applicable law, regulations, or contracts with other jurisdictions or agencies;
- o. obtain and maintain all licenses and certifications necessary for the operation of the Facility;

- p. agree that all staff or employees at the Facility are deemed employees or servants of the Operator for all purposes, including compensation, taxes and benefits, and they shall not be employees of the County;
- q. provide workers compensation insurance to all employees of the Operator at the Operator's sole expense;
- r. return the Facility to the County in as good a condition as when initially delivered to the Operator, normal wear, tear and depreciation excepted; and providing for transition to the County in the event of Operator's bankruptcy or insolvency.

In addition to the foregoing, the proposer must provide the following information:

- a. cover sheet identifying the contract/project being bid for, the name and address of the proposer, the date of the proposal, and the telephone and facsimile numbers of the proposer;
- b. form of business (e.g. corporation, limited liability company, partnership);
- c. if a corporation, the date and state of incorporation and certificates of good standing dated within sixty days issued by (1) the appropriate authority in the state of incorporation and (2) the Secretary of State of New Mexico;
- d. identification of a contact person;
- e. identification of all entities for which the proposer is performing or has performed operation and management services of the type requested herein, including the name, position and telephone number of a contact person at each entity;
- f. to the extent not provided pursuant to (e.), a description of all experience of the proposer and its key officers in providing detention services and/or detention facility operation and management;
- g. a brief biography of the proposer and its key officers;
- h. for the past two (2) years, identification of all legal claims, demands, or lawsuits filed, threatened or pending against the proposer and/or its principals/officers (not including pro se inmate suits or demands), and identification of any administrative actions or warnings taken or issued by any federal, state or local governmental agency with regard to the proposer or any facility operated by the proposer;
- i. a resolution showing the authority of the proposer's representative to sign the proposal on its behalf and bind it by said signature;
- j. the notarized signature of the authorized signatory;
- k. a copy of the proposer's current statement of financial condition;
- l. the proposer must submit a statement identifying whether or not it will agree to pay all necessary transition costs incurred in replacing the current Operator (unless the proposer is the current Operator)

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

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 4:00 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 4:00 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 #20-022 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 affected 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.

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, five (5) identical copies, and one (1) CD or thumb drive copy of their proposal to the location specified in Section I, 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. Your Cost Response Form in a separate sealed and labeled envelope enclosed with your proposal
- e. Campaign Contribution Disclosure Form* (See Appendix E)
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3., below)

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 provided by bidder.

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 C **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

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

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

2. Experience/ Qualifications (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 (150) 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 Campaign Contribution Disclosure Form Pass or fail

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

6. 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.
V.1	Letter of Transmittal Form	0*
V.2	Experience/Qualifications	200
V.3	Insurance	0*
V.4	Campaign Contribution Disclosure Form	0*
V.5	Transition plan	150
V.6	Cost of Operation to the County	100
	Veterans preference	100
	New Mexico preference	50

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.1 through V.6, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

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

2. Experience/Qualifications (200)

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

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

5. Transition plan (150)

6. Cost of Operation to the County (100 points)

Offeror must complete and submit a Cost Response Form, 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.

APPENDIX A

**REQUEST FOR PROPOSAL
OPERATIONS OF THE ICE FACILITY**

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 **May29, 2020** 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 20-025
Otero County
1101 New York Ave
Alamogordo, New Mexico
Fax: 575-443-2914
E-mail: gherndon@co.otero.nm.

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign,

but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners, Gerald Matherly, Lori Bies, Couy Griffin; Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge LaTanya Boyce; Treasurer Laura Whiteside; Sheriff David Black

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)

THIS FORM MUST BE SIGNED AND RETURNED WITH BID WILL BE DEEMED NON-RESPONSIVE

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

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended during the 2011 Special Legislative Session, a respondent who submits within its proposal a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a “resident business” or “resident contractor”. Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may download application forms at the following web address:
<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

Also, until such time that changes to relevant County Procurement Code sections are adopted by the County Council, current sections within the County Procurement Code that are not consistent with the above amended statute are deemed contrary to law and waived for purpose of proposal evaluation and award.

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 10% veteran preference, submit a Resident Veteran Business / Contractor certificate issued by the NM Tax & Revenue Department. **Effective July 1, 2016 per New Mexico House Bill 93, certificates issued under previous legislation are no longer valid.**

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-6225 or may apply online at the follow address

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

“

**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 07/02/20 at 4:00 pm (local time).

- ☞ Clearly mark your proposal **RFP 20-025 OPERATION OF THE ICS FACILITY**
- ☞ **opened 07/16/20 @ 4:00 pm** on the front of the envelope or box
- * If not completed as required, your proposal may be deemed 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.