

SAN MIGUEL COUNTY

**REQUEST FOR PROPOSALS (RFP) FOR DETENTION CENTER
MEDICAL AND BEHAVIORAL HEALTH SERVICES**



RFP# 2023-DC Medical

MEDICAL AND BEHAVIORAL HEALTH SERVICES

Inmate Medical Services

Release Date: May 5, 2023

Deadline for Submission: May 26, 2023

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I. NOTICE OF REQUEST FOR PROPOSALS

San Miguel County requests proposals for detention center Medical and Behavioral Health Services. Sealed proposals must be clearly marked with the name of the Offeror and “San Miguel County Detention Center Medical and Behavioral Health Services: RFP # 2023-DC Medical, and must include one (1) original and five copies, and will be accepted by Ebony Mondragon, Finance Specialist III in the San Miguel County Finance Office, 500 W National, Suite 304, Las Vegas, New Mexico, 87701, until 3:00 PM (MST) on May 26 , 2023.

A non-mandatory pre-proposal conference will be held Monday May 15, 2023 at 1:00 PM (MST) at the San Miguel County Detention Center at 26 HWY 283, Las Vegas, New Mexico, 87701.

Copies of the Request for Proposal may be obtained by contacting Ebony Mondragon, Finance Specialist III at 505-587-6146, emondragon@co.sanmiguel.nm.us

San Miguel County reserves the right to reject any and all proposals, waive any and all informalities or irregularities and the right to disregard all non-conforming or conditional proposals and to contact in a manner deemed in the best interests of the County.

San Miguel County is requesting sealed competitive proposals from individuals, firms, partnerships, and corporations having specific experience in providing high quality and professional comprehensive detainee medical and behavioral health care programs and services. These services must include but are not limited to the management and staffing of a correctional medical unit that includes licensed medical providers, nursing personnel, mental health professionals, mental health programs, pharmaceuticals, laboratory and other health care services.

II. BACKGROUND INFORMATION

The Facility is located in Las Vegas, New Mexico at 26 NM Highway 283. The Facility opened in 1995 and has a design capacity of 154 adult beds housing male and female detainees. The facility is accredited by the New Mexico Adult Professional Standards Council. The Average Daily Population (ADP) for January 1, 2022 through December 31, 2022 was 100 detainees. 1904 individuals were booked into the facility and 1841 were release from the facility during the period of January 1, 2022 through December 31, 2022.

III. EXISTING MEDICAL UNIT

The existing Medical Unit contains 5 male detainee cells with sink and toilet, 2 male detainee dry cells and 1 female detainee cell and 1 female detainee dry cell. The remaining space is allocated as follows:

- ❖ Administrator office with two desks, 2 computers and records storage
- ❖ Exam Room with one desk, computers, exam bed and storage
- ❖ Secured Pharmacy with sink and shelving

- ❖ Nursing and Mental health staff work station with secure medication storage and active file storage

All medical supplies and pharmaceuticals will be purchased and supplied by the vendor. Medical exam bed and office furnishings will be provided by the detention center.

IV. EXISTING STAFFING MATRIX

Currently all medical and mental health services are provided seven (7) day a week from the hours of 8:00 am to 8:00pm. Currently the Health Services Administrator is on call after regular scheduled hours daily, including weekends and holidays, to respond to facility or use tele-medicine services in case of emergency.

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	On Call	Total Hours	Location
HSA, RN	8	8	8	8	8	0	0	0	40	On-Site
MD, NP	8	0	0	0	0	0	0	0	8	On-Site
Psychiatrist	0	3	0	0	0	0	0	2	5	On-Site
LPN	12	0	0	0	0	12	12	0	36	On-Site
EMT (3)	10	12	18	12	12	12	12	0	88	On-Site
Mental Health	0	3	3	3	3	0	0	4	16	On-Site
Discharge Planner	0	2	2	2	2	0	0	0	8	On-Site
Total Hours	38	28	31	25	25	24	24	6	201	

V. STATISTICAL DATA

The following is an overview of statistical data for primary medical services for the period January 1, 2018 through December 31, 2018. This data is provided for informational purposes only and in no way is intended to limit, project, or predict the number of patient encounters to be provided by the vendor during the period of the contract.

Primary Medical Service	Total Delivered
Detainees seen by medical provider	1431
Detainees seen by behavioral health	350
Nurse Sick calls	647
Medical Off site Appointments	20
Flight for Life	0
Fourteen day physicals	387
Staff pre-employment physicals	10

VI. Hospital Statistics

Hospital Service	Total
Hospital Admissions	3
In-patient Surgical Admissions	1
Hospital Days	7
Average Hospital Length of Stay	1
Community Outpatient Surgeries	3

Dental	30
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VII. Scope of Services

General Program Requirements

San Miguel County is releasing this request for proposal (RFP) for competitive proposals to provide high quality and professional comprehensive detainee medical and behavioral health care programs and services. These services must include but are not limited to the management and staffing of a correctional medical unit that includes licensed medical providers, nursing personnel, mental health professionals, mental health programs and services. Provider must provide onsite routine medical services and medication distribution.

Provider must meet or exceed the standards established by the National Commission on Correctional Health Care (NCCHC) and the New Mexico Adult Detention Professional Standards Council (NMADPS). Provider must maintain and support the accreditation processes of NCCHC and NMADPS.

Provider must provide and follow site specific correctional focused policies and procedures, and utilize an electronic medical records system to include a medical medication administration record (MAR).

Provider will manage a pharmaceutical program and will develop an agreed upon formulary that provides for non-narcotic medications as the preferred prescribed medication. Provider must have the ability to conduct either on-site or off site laboratory services, x-rays, and dental. Must be able to coordinate with local medical and mental health providers for specialty care such as orthopedic, and obstetrician services.

Need for healthcare shall be based on standard detainee medical and mental health screenings and appraisals, preexisting illnesses or injuries, illness or injury suffered or contracted while detained in the detention center, and injuries suffered during the arrest by any law enforcement agency or detoxification protocols for any detainee booked into the Detention center, after the detainee has received a medical clearance from the local hospital.

Provider will assess the need for dental services, administer routine oral hygiene education, provide necessary pharmaceuticals for pain and infections and schedule extraction services and annual cleaning exams with local Dental Providers in coordination with detention center. County will be responsible for off-site dental service costs.

Provider will assist with the detention center’s Medication Assisted Treatment (MAT) program with the necessary labs and administration of Naltrexone to clients in the program five to three days prior to release (the detention center will provide the naltrexone medication).

Provider will conduct SMCDC staff pre-employment physicals, hepatitis vaccinations upon hire and annual tuberculin testing of all staff. The detention center currently employs 37 individuals.

The medical professional MD, DO, Physician's Assistant, or Nurse Practitioner Services shall include but not limited to:

1. Provide medical services to individuals incarcerated within the detention center;
2. Serve as Medical Director and directly support the Health Services Administrator;
3. Observe and assess detainees' clinical condition; recognize, identify and interpret serious situations and immediately decide proper action;
4. Oversight of Detoxification of detainee's under the influences' of alcohol or chemical substance;
5. Prescribe all necessary medications deemed appropriate for medical and mental health care to detainee's based on clinical condition;
6. Follow the medication formulary set by vendor;
7. Conduct assessments for detainees and document all medical and mental health needs;
8. Conduct pre-employment physicals for detention center employees;
9. Supervise medical record keeping to assure adequate documentation of medical services;
10. Provide guidance in the supervision of Medical Staff;
11. Assist in the writing of and compliance of medical protocol;
12. Assist in the coordination of outside consults for physician specialists when medically necessary;
13. Coordinate public relations with the hospital, public health, and other public and private industries necessary to render medical care to staff and detainees;
14. Provide telephonic or tele-medicine consultations to detention center Medical Staff when necessary;
15. Detention center and contractor will coordinate the installation of appropriate telecommunication equipment to ensure a stable and secure video and audio link between the two entities.
16. Medical Professional must be on-site at the facility or via and available via tele-medicine technology a minimum of eight (8) hours per week.

Registered Nurse Services/Health Services Administrator shall include but not be limited to:

1. Directly responsible for the day to day management and implementation of medical and mental health services for the detention center;
2. Supervision of Medical Staff;
3. Supervision of medical record keeping to assure adequate documentation of medical services;
4. Provide guidance in the supervision of Medical Staff;
5. Assist in the writing of and compliance of medical protocol;
6. Assist in the coordination of outside consults for physician specialists when medically necessary;
7. Coordinate public relations with the hospital, public health, and other public and private industries necessary to render medical care to staff and detainees;
8. Conduct assessments for detainees and document all medical and mental health needs;
9. Review daily medical intake documents;
10. Review daily sick call requests;
11. Observe and assess detainees' clinical condition; recognize, identify and interpret serious situations and immediately decide proper action;

12. Assess any changes based on observation of the patient's condition, and bring to the attention of the medical staff any changes in the patient's condition and either consult with medical director and or immediately decide proper action;
13. Initiate appropriate action such as starting resuscitative measures in an emergency situation when a physician is not present or immediately available;
14. Works closely with other members of the health care staff for formulation of the total care plan for specific patients;
15. Ensure all detainees receive a comprehensive medical and mental health assessment (using the form provided by detention center) within 14 days of their incarceration date;
16. Conduct Restrictive Housing rounds and wellness checks for detainees on Restrictive Housing;
17. Assist in the coordination of outside consults for physician specialists when medically necessary;
18. Participate in regional meetings and collaborate with the detention center MAT program in assisting in community continuum of health care;
19. Provide telephonic consultations to detention center Medical Staff when necessary;
20. Observe and assess patients closely for any significant behavioral changes. Document changes in behavioral terms and notifies the mental health staff;
21. Register Nurse/Health Services Administrator must be on-site at the facility a minimum of forty (40) hours per week and available 24/7 for any health related issues;
22. Provide the detention center with documents, audits, and records necessary for both NCCHC and NMADPS accreditation;
23. Health Services Administrator must at a minimum be a licensed registered nurse or possess a college degree in a management, social work, or related healthcare field.

Behavioral Health Services provided by a licensed mental health clinician (LCSW, LMSW, LMHC, LPCC) shall include but not be limited to:

1. Provide behavioral health services in person or tele-psychiatric services (mental health evaluation and/or assessment) to detainees enrolled in the mental health caseload or determined to be in need of psychiatric services either by history or current assessment by a licensed clinician;
2. Assess all individuals screened by detention center staff to have a mental health issue using standardized assessment instruments, including but not limited to PHQ-9 (depression), CAGE (substance use disorders), PCL-5 (PTSD), and a suicide risk assessment tool in order to determine needed therapeutic treatment within 14 days of a referral request date;
3. Document all behavioral health needs in acceptable standardized format;
4. Provide crisis intervention services by licensed mental health professional during scheduled on-site work hours;
5. Provide stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting;
6. Conduct Restrictive Housing rounds and wellness checks for detainees in Restrictive Housing once per week;
7. Assist in the referral and admission to licensed mental health facilities for detainees whose psychiatric needs exceed the treatment capability of the facility;
8. Obtain and document informed consent;

9. Conduct diagnostic evaluations, treatment planning, release planning and therapy to those detainees assessed (see #1) as having treatable behavioral health conditions;
10. Train detention center staff in recognizing suicidal and homicidal ideation (SI/HI) and other serious mental health conditions;
11. Mental Health Professional must be on-site at the facility or through tele-psychiatric services sixteen (16) hours per week;
12. Mental Health Professional must be on call for any emergent mental health crisis as deemed necessary by the health services administrator between the hours of 8:00am to 10:00pm.

Psychiatric Services provided by a Psychiatrist or midlevel (Psychiatric or Mental Health NP; Clinical Nurse Specialist-Psychiatry) shall include but not limited to:

1. Provide psychiatric in person or tele-psychiatric services (psychiatric evaluation and/or medication management) to detainees enrolled in the mental health caseload or determined to be in need of psychiatric medication services either by history or current assessment by a licensed clinician;
2. Prescribed medications will be selected from the approved formulary;
3. Detention center and contractor will coordinate the installation of appropriate telecommunication equipment to ensure a stable and secure video and audio link between the two entities;
4. A psychiatric prescriber will be available for telephonic consultation to detention center staff and contract behavioral health staff as needed, within the constraints of prescriber scheduled availability;
5. Psychiatrist must be on-site at the facility or available via tele-psychiatric technology a minimum of three (3) hours per week;
6. Psychiatrist must be on call for any emergent mental health crisis as deemed necessary by the health services administrator between the hours of 8:00am to 10:00pm.

VIII. Knowledge, Skills and Abilities Required:

1. Must provide copies and maintain current medical or mental health licensures issued by the State of New Mexico;
2. Must provide a Certificate of Insurance;
3. Must have ability to respond to San Miguel County's needs immediately.

IX. Contents of Proposals: All proposals must include the following:

1. Proposed fee must be in a matrix format by service, position by hourly rate and fee for pre-employment physicals;
2. Services Defined and Availability Schedule;
3. Credentials and Bio of Corporate Staff and Medical Director;
4. Statement of Experience in field of correctional healthcare/familiarity with San Miguel County.

X. Contract Term:

The Contract will be for one (1) year terms; renewable annually for 4 years. The Term shall commence August 13, 2023, and will terminate on August 12, 2023.

XI. GENERAL INFORMATION

A. PROCUREMENT CORRESPONDENCE

San Miguel County has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Ebeny Mondragon, Finance Specialist III
Address: San Miguel County Finance Office
500 W. National Ave. Suite 304
Las Vegas, New Mexico 87701
Telephone: (505) 587-6146
Fax: (505) 425-7590
Email: emondragon@co.sanmiguel.nm.us
Reference: RFP# 2023-DC Medical

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact ONLY the Finance Specialist III regarding this procurement. Other County Employees or Evaluation Committee members do not have the authority to respond.

B. SEQUENCE OF EVENTS

The Finance Office will make every effort to adhere to the following:

Action	Due Dates (Subject to Change)
1. Issue RFP	May 5, 2023
2. Distribution List/Acknowledgement of Receipt Form	May 12, 2023 by 5:00 pm MST
3. Pre-Proposal Conference-LC Detention Center	May 15, 2023 at 1:00pm MST
4. Deadline to submit Questions	May 17, 2023 by 5:00pm MST
5. Response to Written Questions	May 19, 2023 by 4:00pm MST
6. Submission of Proposal	May 26, 2023 by 3:00pm MST
8. Contract Award	Tentatively: June 13, 2023
9. Protest Deadline	15 Calendar Days from Award

C. EXPLANATION OF EVENTS

1. Issuance of RFP

This RFP is being issued on behalf of San Miguel County.

2. Distribution List Response Due

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, 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 to the Procurement Officer by the time and date specified in the Sequence of Events for this RFP.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt 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. Pre-Proposal Conference – Non Mandatory

A pre-proposal conference will be held at 1:00 PM MST on May 15, 2023 at the San Miguel County Detention Center: 26 HWY 283, Las Vegas, New Mexico 87701.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Finance Office as to the intent or clarity of this RFP by the time and date specified in the Sequence of Events for this RFP. All written questions must be addressed to the Finance Specialist III.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms before the deadline. Additionally written questions and answers will be posted to: www.co.sanmiguel.nm.us.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE FINANCE OFFICE OR DESIGNEE NO LATER THAN 3 :00 PM MOUNTAIN STANDARD TIME ON May 26, 2023.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. The San Miguel County Manager's Office at 500 W. National, Suite 201, Las Vegas, New Mexico 87701, is open Monday-Friday from 8:00 AM to 5:00 PM.

Proposals must be addressed and delivered to the Finance Office at the address listed on page 3 of this RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **SAN MIGUEL COUNTY DETENTION CENTER MEDICAL and BEHAVIORAL SERVICES: RFP# 2023-DC Medical**. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals has been fully executed.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Finance Office may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Finance Office will notify the finalist Offerors as stated in the Sequence of Events or as soon as possible.

9. Finalized Contracts

The Contract with San Miguel County will be finalized with the most advantageous Offeror as per the Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of San Miguel County. In the event that mutually agreeable terms cannot be reached within the time specified, San Miguel County reserves the right to finalize an Agreement with the next most advantageous Offeror without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed Contract, San Miguel County will award the Contract as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of San Miguel County.

The contract shall be awarded to the Offerors whose proposals are most advantageous to San Miguel County, taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of Contract and will end at 5:00pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from San Miguel County. The protest must be delivered to:

Ebeny Mondragon, Finance Specialist III
San Miguel County Finance Department
500 W. National Ave. Suite 304 Las Vegas, New Mexico 87701

Protests received after the deadline will not be accepted.

D. INSURANCE REQUIREMENTS

1. General Conditions

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

2. 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 \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor: coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. San Miguel County shall be a named additional insured on the policy.

3. Workers' Compensation Insurance

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

4. Increased Limits

If, during the life of the Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1979, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein within a reasonable period of time after receiving notice of any such changes.

5. Professional Liability [Malpractice/Errors and Omissions Insurance]

The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 per aggregate.

E. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Subcontractors

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Contract whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency hiring from the Contract, before any subcontractor is used during the term of this agreement.

4. 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. The Agency personnel will not merge, collate, or assemble proposal materials.

5. 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 addressed to the Finance Office and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by San Miguel County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Finance Office will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

8. No Obligation

This procurement in no manner obligates San Miguel County or any of its Divisions or Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when a determination is made that such action is in the best interest of San Miguel County.

10. Sufficient Appropriation

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

11. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Finance Office.

12. Governing Law

This procurement and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the County through the Finance Office or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement will be available on the San Miguel County website at www.co.sanmiguel.nm.us.

14. Contract Terms and Conditions

The contract between the county and a contractor will follow the format specified by the County and contain the terms and conditions set forth in the State of New Mexico Procurement Code [Section 13-1-1 to 13-8-1, NMSA 1978 et seq.]. However, the county reserves the right to negotiate provisions in addition to those contained in this RFP with an Offeror. The contents of this RFP, as revised and/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 terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County.

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Finance Office reserves the right to waive minor irregularities. The Finance Office also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Finance Office.

19. Change in Contractor Representatives

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

20. Notice

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

21. Agency Rights

The County in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from San Miguel County and the Finance office written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of San Miguel County.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 San Miguel County and the Finance Office.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring San Miguel County and the Finance Office's written permission.

25. 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.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the San Miguel County Finance Office, the version maintained by the San Miguel Finance Office shall govern. Please refer to:

www.co.sanmiguel.nm.us.

27. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than Twenty Thousand Dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if any of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
 - d. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Finance Office if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Finance Office or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

XII. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one (1) proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version (CD/flash drive) of the proposal containing both Sections (technical and cost proposals) and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Finance Office on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

D. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Section 1:

- a) Signed Letter of Transmittal

- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications with the *exception of cost*
- e) Response to Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Separate sealed cost proposal

Section 2:

- a) Conflict of Interest Affidavit
- b) Campaign Contribution Form
- c) Signed Employee Health Coverage Form
- d) Resident Business or Resident Veteran Business Certificate issued by NM Tax & Revenue (if Applicable)
- e) Resident Veterans Preference Certification Form (if Applicable)
- f) Financial Stability
- g) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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.

Offerors may attach other material they believe may improve the quality of their responses. However, these materials should be included in Section #2.

XIII. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must provide a description of relevant corporate experience with state and/or local government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of the services requested.

2. Organizational References

Offeror shall provide a minimum of three (3) references from similar projects performed for private state and/or large local government clients within the last three years. Business References not received or incomplete; may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

- a) Client name;
- b) Project description and Project dates (starting and ending);
- c) Staff assigned to reference engagement that will be designated for work per this RFP;
- d) Client project manager name, telephone number, fax number and email address.

B. BUSINESS SPECIFICATIONS

1. Letter of Transmittal

The Offerors proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal **MUST** include:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
- e. Identify if sub-contractors will be used in the performance of the contract award.
- f. Describe any relationship with any entity with which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 1. Explicitly indicate acceptance of the Conditions Governing the Procurement;
 2. Acceptance of the evaluation criteria of this RFP
 3. Acknowledge receipt of any and all amendments to this RFP.
 4. Be signed by the person authorized to contractually obligate the organization;

2. Conflict of Interest: Governmental Conduct Act

The Offeror 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 or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-

16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

3. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

4. New Mexico Employees Health Coverage

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

- a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars

Offeror must agree to maintain a record of the number of employees who have accepted health insurance; decline health insurance due to other health insurance coverage already in place; decline health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information

<http://www.insurenewmexico.state.nm.us>

5. Resident Business or Resident Veterans Preference

To be awarded additional Resident Business preference points, Offerors must include a copy of their Resident Business Certificate issued by New Mexico Tax & Revenue. In addition, for resident Veterans Preference the attached

Certification Form (APPENDIX F) must accompany the certificate issued by New Mexico Tax & Revenue. Any business wishing to receive the preference **must** complete and sign the forms and provide proper documentation. For more information, visit:

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

Percent of preference will be determined based on guidelines set forth by New Mexico Tax & Revenue for offerors who submit the correct documentation. Once RFP is scored the proper percent of preference will apply to those offerors who qualify.

6. Financial Stability

Offerors **must** submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. If independently audited financial statements do not exist for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

XIV. EVALUATION

Factor	Points Possible
Experience with Medical and Behavioral Health Services in a Detention Facility	25 Points
Related Qualifications and Past Record of Performance	25 Points
Availability and Proximity to the San Miguel County Detention Center	15 Points
Ability to Perform Required Services in Scope of Work	15 Points
Registration, Licensing, and Conflict of Interest	10 Points
Cost Proposal	10 Points
Resident Business or Resident Veteran's Preference	5 or Up to 10 additional points(see Appendix F)
Letter Of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Financial Stability	Pass/Fail
TOTAL	100 points*
*Up to 110 points possible including Resident or Veteran's Preference	

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS# _____

REQUEST FOR PROPOSALS NAME: _____

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 F.

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.

Please return completed form to:
Ebeny Mondragon, Finance Specialist III
San Miguel County Manager’s Office
500 W. National Ave, Suite 201
Las Vegas, New Mexico
Phone: (505) 587-6146
Fax: (505) 425-7590
E-mail:
emondragon@co.sanmiguel.nm.us

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 either 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.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

APPENDIX C: CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)

) ss.

COUNTY OF SAN MIGUEL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, thereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seg., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____
(name of former employee) this _____ day of _____, 2017.

NOTARY PUBLIC
My Commission Expires: _____

Not applicable/Reason: _____
Printed name and title: _____
Signature and date: _____

APPENDIX D: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenwemexico.state.nm.us>

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date: _____

APPENDIX E: LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____

ALL ITEMS MUST BE COMPLETED IN FULL Failure to respond to all items will Result in the disqualification of the proposal.

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

For the person authorized by the organization to contractually obligate the organization:

Name

Title: _____

E-Mail Address: _____

Telephone Number: _____

For the person authorized to negotiate the contract on behalf of the organization:

Name

Title: _____

E-Mail Address: _____

Telephone Number: _____

For the person to be contacted for clarifications:

Name

Title: _____

E-Mail Address: _____

Telephone Number: _____

Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

Please describe any relationship with any entity with which will be used in the performance of this contract.

(Attach extra sheets, as needed)

Please initial:

_____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

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

_____, 20____

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F: RESIDENT VETERANS CERTIFICATION

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

Please check one 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 discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

Not applicable/ Signature _____ Date: _____