

**VALENCIA COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

INMATE HEALTHCARE SERVICES

For

VALENCIA COUNTY



**RFP #VCR-FY22-008
AMENDMENT #1**

**VALENCIA COUNTY PURCHASING
444 Luna Ave.
Los Lunas, NM 87031**

Release Date: February 23, 2022

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, on behalf of the Valencia County Adult Detention Center (hereinafter VCADC), seeks sealed proposals from qualified companies that can do business in the State of New Mexico to provide comprehensive inmate healthcare services consistent with all applicable federal, state and local laws and requirements in the most cost effective manner possible.

B. INTRODUCTION/BACKGROUND

The Valencia County Adult Detention Center (VCADC) is located in Valencia County which is centered approximately 25 miles south of Albuquerque, New Mexico. The county has a 2020 census population of 76,205 with an average household income of \$48,945. VCADC is comprised of the one (1) operating location in Los Lunas, Valencia County, New Mexico.

The VCADC was built in 2001 and is approximately 23,000 square foot facility consisting of a recreation area, cell pods, an open dormitory, a small kitchen, medical clinic, laundry, and an administrative area. It houses both male and female detainees. The facility was designed to accommodate approximately 146 inmates (male and female). Currently the facility has an average of 165 inmates.

The Valencia County Detention Center is accredited by the New Mexico Adult Detention Standards, and it has been accredited by this accreditation body since 01-01-2018. The Valencia County Detention Center is not accredited by the National Commission on Correctional Healthcare (NCCHC), but the Detention Center is in the process of preparing for such accreditation and the Detention Center anticipates being NCCHC accredited by 2022. The Detention Center is not accredited by the American Correctional Association (ACA) at this time, and there are plans to become ACA accredited in the future. In order to maintain accreditation on an annual basis, the Detention Center is responsible for maintaining detention and medical records and it's the Contractor's responsibility to manage, maintain medical, mental and ancillary health records.

The medical unit is small and contains a designated pharmacy, which is located in a separate room from the general medical office, a small office space, a small exam room and limited storage areas .

The current contract value is \$1,000,000 /year without NMGRT.

The scope of work consists of providing a comprehensive inmate healthcare program to the VCADC that meets all federal, state and local requirements, as well as commonly accepted industry standards and expectations, in the most cost effective manner possible.

C. TERM

The term of this contract shall be for two (2) years with option 1 an additional two (2) years. The County reserves the right to unilaterally exercise the option period based on the Contractor's past

performance. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Contract performance will begin on May 1, 2022.

D. PROCUREMENT MANAGER

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

Rustin Porter
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100 // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005

Fax: (505) 866-2424

E-mail: rustin.porter@co.valencia.nm.us

All E-mails sent to Rustin Porter should be cc'd to: rustin.porter@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Rustin Porter's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

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

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

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

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

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or

service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express, affirmative statement by the offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE] Company agrees to comply with this requirement.”, “The [NAME HERE] Company concurs with this requirement.” and The [NAME HERE] Company agrees to participate as required.”

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://public.nmcompcomm.us/nmpublic/gateway.dll/?f=templates&fn=default.htm>

- Valencia County Procurement Policy

<http://www.co.valencia.nm.us/DocumentCenter/View/497>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	February 23, 2022 (Wed.)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	March 4, 2022 (Fri.)
3. Site Visit and Pre-Proposal Conference	PM, PO and VCADC staff	March 8, 2022 (Tue.) @ 9:30 AM Local time
4. Deadline to Submit Questions	PO	March 16, 2022 (Wed.)
5. Response to Written Questions/ RFP Amendments	PM	March 30, 2022 (Wed.)
6. Submission of Proposal	Offerors	April 7, 2022 (Thur.) 2:00 PM Local time
7. Proposal Evaluation	Evaluation Committee (EC)	April 8, 2022 (Fri)

8. Notification of Intent to Award	EC	April 8, 2022 (Fri.)
9. Oral Presentations (If requested)	Offerors	TBD
10. Best & Final Offer (If requested)	Offerors	TBD
11. Contract Negotiations (If needed)	Tentative winner/County	TBD
12. Contract Award*	Purchasing Agent/BCC*	April 20, 2022 (Wed)
13. Protest Deadline	Offerors	April 23, 2022 (Sat)
Start of Performance		May 1, 2022 (Sun)

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Valencia County Purchasing Agent on behalf of the Valencia County Adult Detention Center (VCADC).

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. Site Visit and Pre-Proposal Conference

A site visit and subsequent Pre-Proposal Conference are scheduled for 9:30 A.M. on March 8, 2022, at the Valencia County Commission Chambers, 444 Courthouse Rd., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance to Michelle Romero above. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the site visit and Pre-Proposal Conference. Attendance at the site visit and Pre-Proposal Conference are not prerequisites for submission of a proposal but is highly recommended as questions will be answered.

The Pre-Proposal Conference is offered so that Offerors may become familiar with the facilities and any conditions that relate to the services to be provided in this RFP.

In order to grant access to the VCDC, those individuals attending the pre-proposal conference are required to provide the following information on or before March 3, 2022:

- Attendee's full name,
- Social security number,
- Date of birth, and
- Driver's license number and state of issuance.

Persons present as attendees must be the same individuals noted on the written list and no changes or additions should be made. Attendees must present photo identification at each site. For security reasons, any person present for admission to a site visit that is not on the written list will be denied access.

Departmental policy prohibits cell phones within the institution. Offerors will not be admitted with a cell phone. Also prohibited is the use of video or recording equipment. The Department will accept oral questions during the site visits and will make a reasonable effort to provide answers at that time. However, the County will only be bound by the written answers issued in an amendment. All other answers and discussions shall not be binding upon the County.

4. Deadline to submit written questions

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

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the Purchasing Department/ "Doing Business with Valencia County" link. 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.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME 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 labeled on the outside of the package to clearly indicate that they are in response to the “Valencia County Inmate Healthcare Services” Request For Proposals and should reference “RFP #VCR-FY22-008.” 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.

7. 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.

8. 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.

9. 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.

10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

11. 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.

12. 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.

13. 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 Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely offerors shall begin on the day following the notification of intent to award contract and will end at 5:00 PM MST 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.

Valencia County Purchasing
Attn: Rustin Porter, County Purchasing Agent
444 Luna Avenue, Suite 100
Los Lunas, New Mexico 87031

NOTE: 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 Valencia 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. Offerors' 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

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the 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 Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample 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. Right to Publish

Throughout the duration of this procurement process and contract term, potential offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. 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.

25. 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.

26. 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 Valencia.

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.

29. 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 County, the version maintained by the County shall govern.

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 Binder and 5 copies of each binder. Binder #1, Binder #2 and binder #3, Binder #3 being (optional). Section III Paragraph D provides an outline of the information that should be contained in each respective binder. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures.

C. PROPOSAL FORMAT

All proposals must be printed 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. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

D. PROPOSAL ORGANIZATION

All pages must be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and must be numbered as such. Proposals shall be organized in such a manner that mandatory and technical submittal requirements are clearly identified. Tabs delineating the various submittal requirements may be helpful.

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. 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.

Binder #1

- a. Letter of Transmittal Criteria V.E.1 (See Appendix D)
- b. Standards of Compliance V.E.2
 - 1. Experience
 - 2. Capability and Agreement to Perform Response
 - 3. Insurance Certificate
 - 4. Campaign Contribution Disclosure Form (See Appendix E)
 - 5. Resident Preference Certificate from NM Tax & Rev
 - 6. Resident Veteran Preference Certificate from NM Tax & Rev
 - 7. Resident Veteran Income Certification Form
 - 8. Property Tax Obligation Response
 - 9. Cost Response Form V.E.8 (See Appendix C)
 - 10. Response to Agency Terms and Conditions (if any)
 - 11. Offeror's Additional Terms and Conditions (if any)

Binder #2

- a. Proposal Response to Criteria V.E.3 through V.E.7

Binder #3 (Optional)*

Other Supporting Material

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

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

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

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

*Offerors may include other materials, in Binder #3, 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.

E. SCHEDULE

Note, a schedule of proposed design activities with milestones will be required by the selected firm, but is not required for the proposal submittal.

F. BASIC SERVICES COMPENSATION

Basic services compensation and fee schedules for the firm who is selected to provide the proposed professional services shall be negotiated with the Valencia County.

G. 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 an Offeror to receive preference as a resident business, that Offeror 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.

For more information and application forms, go to:

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

H. RESIDENT VETERAN BUSINESS PREFERENCE

Effective July 1, 2012, certain preferences are available to Resident Veteran Revenue Certification (Please see 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>

IV. SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL PROGRAM REQUIREMENTS

Valencia County is releasing this request for proposal (RFP) in request for competitive proposals to provide high quality and professional comprehensive inmate medical, mental and ancillary health care programs and services to the county's inmate population. These services must include, but are not limited to the recruitment and management of appropriately licensed physician providers, nursing personnel, mental health programs and services, training services, provide and implement correctional focused policies, procedures and protocols, on-site dental, complete pharmaceutical, independent and stand-alone electronic medical records (EMR), laboratory, diagnostic/x-ray, EMS/ambulance, utilization management (UM), indemnification and on-site routine medical services. Off-site services may be a component of this RFP by which the successful provider may be responsible for off-site costs. Need for such health care shall be based on standard detainee medical and mental screenings and appraisals, pre-existing illness or injury, illness or injury suffered or contracted while in detention, and injuries suffered during the course of arrest by any law enforcement agency for any detainee booked at the Valencia County Detention Center, assuming a medical clearance from the local hospital. The successful proposer will provide for twenty-four (24) hour a day seven (7) day a week, three hundred sixty five (365) days per year comprehensive detainee emergency or immediate medical health care programs and services to include emergency and acute hospital services.

Inmate Health Care Services are currently provided by **CorrHealth, who began providing services to Valencia County on March 1, 2018.**

The successful provider shall develop policies and procedures necessary to specify the role of professional medical services in a county detention center jail setting and to provide liaison between the Medical staff and Warden or designee. These policies, procedures and protocols should be based on National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and New Mexico Association of Counties Adult Detention's Professional Standards (ADPS) for Health Services in Detentions facilities as well as industry best practices.

The successful proposer will be expected to provide comprehensive services that are legally defensible and which meet the National Commission on Correctional Health (NCCHC), American Corrections Association (ACA) and New Mexico Association of Counties Adult Detentions Professional Standards (NMAC-ADPS) for Health Services in Detention facilities, industry best practices as well as Federal, State and local laws, statutes and ordinances governing the delivery of quality and professional detainee health care programs and service.

Interested proposers are to respond to this RFP with a detailed description specifying of their programs and services specified in this request for proposal (RFP). This listing is not intended to be all inclusive, nor is Valencia County mandating any specific coverage to be proposed by the

interested bidders. Through this RFP, Valencia County is providing, minimum requirements as guidelines for program development. Proposers will be asked in the Proposal Response Part D to provide, elaborate and expound upon their specific plan for providing quality and professional services based upon their experience and expertise within the correctional health care industry.

2. PROGRAM OPERATIONAL REQUIREMENTS

Upon contract award, the successful proposer provide documentation supporting the following operational components.

Well defined written operational policies and procedures to include, at a minimum, those required by the NCCHC (excluding on-site Doctor consistent with the laws of New Mexico) ACA, and NMAC-ADPSC standards, industry best practices and in concert with Valencia County Detention Center policies and procedures for service delivery.

A comprehensive quarterly and annual quality assurance (QA) and statistical report will be forwarded to the Warden in accordance with NCCHC, ACA NMAC-ADPS and PREA standards. In addition, monthly and daily statistics will be required by site and in total.

Valencia County encourages interested bidders to provide additional information which may provide the county with additional insight into your operational plan which the county may find advantageous to the county.

3. HEALTH CARE ADMINISTRATIVE STAFFING REQUIREMENTS

The successful proposer is encouraged a minimum of the following administrative services and personnel: Please provide a detailed explanation, licensure, function and benefits for each position proposed and an explanation of how the proposed coverage matrix benefits Valencia County:

- a. The successful provider will have a successful history, established a firm foundation and solid plan for the recruitment of locally based healthcare professionals which may include, but may not be limited to: Physician/Mid-Level Providers (Site Director), Mental Health Provider(s), Registered Nurse (RN)/Health Services Administrator (HSA), RNs, Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical Technicians (EMTs), Medical Clerks and or other qualified healthcare professionals
- b. Physician/Mid-Level provider to function as the site's Medical Director, review the level of care and services provided and be responsible for all medical decisions. The Medical Director must reside in the local area, be available (on-call) 24 hours per day, 7 days per week.

One full-time Registered Nurse (RN) to serve as the Health Service Administrator. The RN/HSA will be on-site a minimum of 40 hours per week, provide on-call time, and will have the ultimate responsibility for managing the day-to-day operations for the on-site health services program and for providing direct patient care, including health assessments and sick call services. The RN/HSA will work closely with the site Medical Director to ensure that services provided are consistent with Valencia County's policies, procedures and protocols. Other RN/HSA

responsibilities will include, but not be limited to attending administrative meetings with the Warden, other pertinent county personnel and ensure close coordination with local providers to ensure the coordination of professional inmate based programs and services. This individual will also oversee the recruitment, hiring, scheduling, procurement of pharmaceuticals and supplies and will supervise the successful provider's medical staff at the Valencia County Detention Facility.

The successful provider will provide 24/ 7/365 hr coverage utilizing qualified Mental Health Professionals, RNs, LPNs and /or Emergency medical technicians.

The successful proposer will provide and describe the licensure qualifications and the function of the provider's leadership team who will be assigned authority to oversee the contract management aspects of the program services and any other employees who will be considered.

Administrative or Management staff.

Sufficient clerical support staff.

Training and Educational in-service programing. Please provide and describe a plan for your company's initial and ongoing educational and training and in-service programing.

4. NON-ADMINISTRATIVE HEALTH CARE STAFF

Appropriately qualified health care personnel are required to serve on-onsite 24/7/365 coverage to provide quality and professional programs and services at the Valencia County Detention Center. The successful proposer will provide a clear and detailed explanation of their coverage options by licensure, job description, and weekly shift schedule. Listings of all salaries and applicable benefits by category should be attached to the bidder's proposal.

Final staffing for the delivery of comprehensive detainee health care services will be carefully reviewed and mutually agreed upon during contract negotiations. Suggested minimum staffing requirements are included in the strafing schedule below. Please carefully review this schedule and base proposal according to the minimal coverage schedule below. Any proposal that does not adhere to this schedule requirement may be deemed non-responsive and rejected on that basis. Optional staffing schedules are acceptable. The requested schedule will include but not limited to the following.

Valencia County, NM Proposed Staffing Plan-Based on 24/7 165 ADP										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
RN/HAS		8.00	8.00	8.00	8.00	8.00		40.00	1.00	
LPN 6AM-2PM		12.00	12.00	12.00	12.00	12.00		60.00	1.50	
LPN 6AM-6PM	12.00						12.00	24.00	0.60	
EMT	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	
Mental Health Professional (MHP)		8.00	8.00	8.00		8.00		32.00	0.80	
Evening Shift										
LPN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	
EMT	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	
Medical Health Providers										
Medical NP				8.00				8.00	0.20	
Psych NP/PA (Tele Psych)			8.00					8.00	0.20	
Total								424.00	10.60	

Non-administrative (non-HSA) nursing services 24/7/365 scheduled. Nursing services will include but not be limited to the following:

Infirmery staffing schedule based on 24/7/365 coverage.

Intake screening on all inmates at the time of booking

Health Appraisals on all detainees

Medication distribution as prescribed scheduled and as appropriate according to policies, procedures and protocols

Sick call triage and follow up on a daily basis

Appropriate and timely responses to detainee medical, mental as well as any medical emergencies and Physician support services.

- Mental /Behavioral Health programs and Services
- In facility care such as sutures, and Intravenous (IV) procedures

Physicians/Provider must have hospital and/or emergency room experience or be Board Eligible/Board Certified in internal and/or Emergency medicine.

An LPN or RN will be on site at the facility 24/7/365. An experienced emergency medical technician (EMT) can support the LPN or RN's but at no time shall be left alone to work a shift.

Medical Assistants and Technicians as required meeting program needs.

5. POST REGULATIONS

- a. Written job descriptions and post orders defining the duties and responsibilities for all assignments must be posted. Copies of staffing schedules encompassing all health care staff are to be posted in designated area and submitted to the Warden or his designee.
- b. The Contractor's HSA or appointed duty supervisor shall be responsible to verify actual shift coverage. A copy of the shift coverage shall be submitted weekly by the HSA to the Deputy Warden.
- c. What type of relief factor will be utilized to reduce the utilization of agency due to call-ins, training and vacation's.
- d. Any Post left vacant in whole or in part of any shift will result in a credit to the VCDC based on salary plus benefits of the position assigned to that post and for the hours the post is vacant. Use the relief factor deemed suitable in your organization to insure one hundred percent coverage as per the final negotiated staffing model agreed to by VCDC and Contractor. Additionally, any unfilled shift staffing position not provided shall be a credit to VCDC on the next monthly billing.

6. PATIENT CARE AND SCHEDULING

The RN's main objective is for detainees/patients to receive quality and professional medical, mental and ancillary health care programs and services in a timely fashion. The successful proposer shall be responsible for providing quality care for all persons scheduled to receive care on time as scheduled by proposer.

It will be the responsibility of the successful proposer to provide the level of staffing necessary to assure that those persons scheduled to be seen in sick call and all other clinics will be seen the day they are scheduled, regardless of other emergencies, unless the emergencies are of extraordinary nature.

The successful proposer will further describe their service goals and performance measures for each program to be offered. NCCHC, ACA and NMAC-ADPSC standards must be followed as they relate to the scheduling of patient care.

7. EMPLOYEE BACKGROUND CHECKS AND INSURANCE

Within seven (7) days after award, the successful proposer shall provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to Warden's office approval for employment, an applicant screening shall be conducted, coordinated with the Wardens designee, to include fingerprints and background check. Applicable licenses and/or certificates for all professional staff must be on file with the VCDC prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

The Warden or Deputy Warden may prohibit entry to the facility, or remove them from, a contract employee who does not perform his/her duties in a professional manner. Shift Commander (Captain or higher authority) reserves the right to search any person, property or article entering or leaving its facilities.

8. ORIENTATION AND SECURITY TRAINING

All employees of the successful proposer will be required to attend a 40hr Employee Orientation and any and all In-Service training as required by the Training Coordinator (VCDC or Proposer??) for its employees. These sessions will be provided tuition free to the successful proposer. Offeror should describe, in narrative form, their interaction with security staff personnel and what preparatory steps are taken to insure the success of this interaction, especially during sudden, stressful or unexpected events. Offeror should include a description of joint training planned to address such areas as post-traumatic stress disorder, first-aid & CPR, mental health, substance abuse, re-entry, stress in the workplace, etc ***** (The training issue here needs to be clarified)*****

9. QUALITY ASSURANCE AND CONTROL

The selected proposer's quality assurance and control program will be on-going consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The successful proposer shall ensure that the quality assurance program and contract monitoring (peer review) are reviewed on annual basis by an "outside" correctional health care consultant, the results of which shall be made available to the Warden or his designee.

The successful proposer will identify a Medical Grievance Coordinator. The Medical Grievance Coordinator will be responsible for meeting with all inmates who are requesting to file a medical grievance report within five (5) days of the inmate's initial request. The Medical Grievance Coordinator will attempt to resolve the issue(s) presented by the inmate and will document what steps to resolution were completed. If the issue(s) cannot be resolved in this manner and the inmate files a medical grievance, the administration shall have ten (10) calendar days to respond. Copies of all medical grievance requests, reports and resolutions shall be provided to the facility designated officer. All grievances will be reviewed as part of the continuous Quality Assurance Program. Proposals must detail the Medical Grievance process beyond these minimum requirements

10. INTAKE MEDICAL SCREENING

Based on structured inquiry and observation performed by qualified health care personnel, a medical screening will be conducted and documented for every detainee arriving at the facility twenty-four (24) hours a day, seven (7) days a week. Inmates must be medically cleared through this process before they are sent to general and/or designated housing.

Unconscious persons or a person who appears to be seriously injured must be referred immediately for emergency medical attention. Their admission or return to the jail is predicated upon written medical clearance from a hospital.

In the event housing is required for geriatric or handicapped inmates, the VCDC will be responsible for making necessary arrangements with other facilities to accommodate housing requirements.

VCDC will be responsible for collecting DNA samples for inmates that commit a felony.

Drug and Alcohol screenings and testing as required by the successful proposer.

11. HEALTH ASSESSMENT

The Warden requires a health assessment is completed on inmates no later than fourteen (14) days following their arrival/booking.

Inmates detained for longer than six (6) months will be provided with a health assessment bi-annually.

12. PHARMACY SERVICES

Pharmacy and emergency pharmacy service, consistent with State and Federal Laws, FMJ Standards and/or regulations, monitored by a licensed, qualified pharmacist must be maintained. Prescribed medications must be available within eight (8) hours of the order of issue being written. Medications must be blister packaged for easy storage in the medication carts except for psychotropic medications which are to be dispensed in liquid form if so manufactured. Any medication delivery delays noted by the Medical Director could result in a written request to change pharmacy providers. All females will be tested for pregnancy prior to receiving any medications. Valencia County, or its provider, has provided 90 pregnancy tests in 2020 and 56 pregnancy tests in 2021. The successful provider will be responsible for the pregnancy tests.

Dispensing of medications will be recorded to provide documentation that inmates are receiving and ingesting their prescribed medications. The facility has a “crush, open or pour” policy. Documentation will also be required when an inmate's ordered medication was not administered. The chart will indicate why, and if the inmate refused, what reason was given.

Valencia County has held 06 HIV detainees in 2020, and held 03 HIV inmates in 2021.

13. MEDICAL SPECIALIST ON-SITE SERVICES

Diagnosis and treatment requiring the following specialization services must be sufficient to provide for emergency care and as medically required for inmates at VCDC. Care is to be provided on-site and within a reasonable amount of time.

- a. Dentistry (Rx and extractions only)

- b. Radiology – XRAY (portable machines)
- c. Lab tests, EKG or other testing.
- d. HIV
- e. STD Testing
- f. Vaccinations for high risk inmates
- g. TB Screening
- h. Rx Inmate Release

Off-site visits for specialist appointments should be managed and must be approved by the HSA/Director of Nursing with the VCDC Transport Supervisor. VCDC shall be responsible for all ambulance emergency and non-emergent or routine transportation costs to the hospital and/or out of facility referrals.

For inmates that are transferred to another correctional facility the Contractor shall provide seven (7) days' worth of prescribed medications only. For inmates that are released to the street, the Contractor is required to provide the inmate a 30 day Rx prescription.

14. TELEMEDICINE

Describe your company's philosophy, history of, current experience with, and plans to incorporate the use of telemedicine as part of patient care In the Valencia County Detention Center.

15. MENTAL HEALTH PROGRAMS

High quality, professional and detention focused Mental/Behavioral Health care programs and services is a critical component to Valencia County Mental/Behavioral programs and services will be developed by the successful proposer for the referral, evaluation and treatment of Valencia County detainees . The program will include but not be limited to the following:

All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psycho-social history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.

When isolated for psychiatric purposes, inmates shall be examined by a Licensed Mental Health Professional or designee within twenty-four (24) hours after initial confinement. Psychiatric evaluation must support confinement of inmates based on risk of physical danger to self or others. A Licensed Mental Health Professional or designee will be responsible to determine and document in the medical record when an inmate should be returned to the general population.

All inmates on direct or psychiatric observation will be seen daily by the RN/HSA or designee.

Psychotropic medication will be used when appropriate and will be dispensed only in liquid form when so manufactured. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All persons currently taking psychotropic medication upon arrival in booking will be seen by the

psychiatrist, physician or nurse practitioner within 72 hours. A medical evaluation and routine lab work should be performed on those persons who require Special Housing (SHU) and psychotropic medications.

The successful Provider shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which program shall be administered on-site and only on Detention Facilities property. These services will be provided by medical and mental health professionals and should include monitoring for withdrawal.

Treatment plans will be developed for all mental health referrals to include case findings, follow up referrals, liaison work and post release planning.

16. CLOSE OBSERVATION AND CONFINEMENT

Housing guidelines will be provided for inmates requiring close observation and/or Special Housing Unit (SHU) confinement for administrative reasons. All inmates assigned this classification, from the general population whether for chronic or convalescent care, psychiatric care or observation or for non-medical reasons must be seen by a medical professional a minimum of three (3) times per week. The successful proposer will describe their method of monitoring and handling the care of inmates under close observation and confinement.

Persons presented to central booking while under the influence of alcohol or drugs must be evaluated for potential withdrawal symptoms by a medical professional. If determined by the medical authority that the person is at risk of experiencing withdrawal symptoms, said person will be housed in the (SHU) where they will receive medical observation and when indicated, protocols for detoxification.

17. HOSPITALIZATION AND OFF-SITE SERVICES

VCDC shall be responsible for all associated costs for off-site services. Inmates returning from hospitalization or off-site appointments are to be assessed upon their return by medical personnel. The assessment must be documented in the inmate medical record.

18. DENTAL SERVICES

Dental Provider shall conduct patient care on-site, at the VCDC every other month or a minimum of 6 times per calendar year.

19. PREGNANCY PROGRAM

The successful proposer shall define and provide detail of your Obstetrics/Gynecology (OBGYN) program and how you propose to provide these services in Valencia County.

20. MEDICAL CLEARANCE FOR INMATE WORKERS

Medical examinations (to include TB testing) for all inmate workers and trustees assigned to work in food services or programs outside the Valencia County Detention Center must be completed prior to placement in the assignment. Inmate worker medical clearances must include general examination of overall physical and mental health with specific reference to evidence or testing for communicable diseases.

21. ELECTRONIC MEDICAL RECORDS (EMR)

An electronic medical record (CoreEMR) is currently used at the VCDC. The successful Provider will preferably utilize, pay, maintain and upgrade the existing CoreEMR system (when upgrades become available) and manage this or there system going forward. Should the successful proposer cease providing healthcare services to the VCDC for any reason, the VCDC may continue to utilize the EMR system with no additional financial obligation by the successful proposer and under the terms and conditions agreed upon between the VCDC and the EMR provider.

Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process, health appraisal, medical clearance, sick calls, hospitalizations or any service as provided to the inmate during their detention period. The health record will not be combined with the custody record. Confidentiality of medical records will be assured. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

Medical summaries or certifications must be produced to accompany inmates for inter-agency transfers.

Medical data necessary for the classification, security and control of inmates will be provided to the appropriate Warden or designee personnel. Medical records will be made available to the Warden Designee when required to defend any caused action by any inmate against the Warden Designee. Information concerning any court or legal documents affecting inmates and the successful proposer must be provided, in writing, to the Warden or his designee prior to the close of the shift of service/receipt.

While paper records are still in use, inactive medical records are scanned and filed electronically by Offeror in accordance with State standards. The successful proposer will be granted access to those files for medical history reference. The successful proposer must determine if an inmate has been previously incarcerated in Valencia County Detention Center facility. If so, the inmates' previous medical record will be accessed and the "problem list" from all prior incarcerations must be printed and placed in the current medical record.

While paper records are still in use, if an inmate's medical record is lost or misplaced and cannot be located within eight (8) hours of the discovered loss, the successful proposer's HSA/Director of Nursing and the Warden or designee shall be verbally notified and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined into one.

Valencia County shall be the owner of all inmate medical records. The successful proposer shall ensure that inmate health information is available to meet the needs of continued patient care and legal requirements

22. DISASTER PLAN ROLES

The successful proposer shall agree, in times of emergency, whether accidental, natural or caused by man, to provide medical assistance to the VCDC to the extent or degree required by VCDC policy and procedure.

23. STATISTICAL REPORTING AND SCHEDULED REVIEWS

a. All reports should be provided to the Warden or designee. Narrative reports shall be submitted on the fifth (5th) calendar day of each month with data reflecting the previous month's workload to include:

1. Inmates requests for various services
2. Inmates seen at sick call
3. Inmates seen by physician
4. Inmates seen by dentist
5. Inmates seen by psychiatrist
6. Inmates seen by psychologist
7. Inmates placed on Medical Watches patient days, average length of stay
8. Mental Health admissions
9. Off-site hospital admissions
10. Medical specialty consultation referrals
11. Intake medical screening
12. History and physical assessments
13. Psychiatric evaluations
14. Diagnostic studies
15. Report of third party reimbursement, pursuit and recovery
16. Percentage of inmate population dispensed medication
17. Inmates testing positive for venereal disease
18. Inmates testing positive for AIDS or AIDS Antibodies
19. Inmates testing positive for TB
20. Inmate mortality
21. Number of hours worked by entire medical staff, specifying each post or shift
22. Other data deemed appropriate by the Warden or designee.

b. Offsite activity/cost report by the 20th of each month. Valencia County is requiring all offsite cost reports outlining offsite utilization, factors that led to the transport for any and all outpatient, Emergency Room (ER)/hospital clinical service and/or specialty service visits.

1. Transfers to off-site hospital emergency departments
2. Communicable disease reporting
3. Suicide data (i.e., attempts and precautions taken)

4. Report of status of inmates in local hospitals and infirmaries
5. Staffing rosters
6. Submit completed medical incident report copies
7. Submit completed medical grievance report copies
8. A list of lost medical files
9. Intake screenings performed
10. Health Appraisal status report

c. Documented staff meetings will be held on a regularly scheduled basis between health care administrative staff and the Warden or designee to evaluate statistics, cost of services, program needs, problems and coordination between custody and medical personnel.

d. A written manual of standardized policies and defined procedures approved by the health care authority and the VCDC must be reviewed at least annually and revised as necessary.

24. CONTINUITY OF SERVICE TRANSITION PLAN

Valencia County Detention Center requires complete coordination between the incoming and outgoing contractors to facilitate a smooth transition and prevent any service interruption if such is the result of this RFP. Describe in detail how your company will transition between providers. If the transition includes retaining employees from the current provider describe how benefits and accrued leave are to be treated.

25. OTHER MISCELLANEOUS REQUIREMENTS

- a. Health Care staff shall be responsible for all housekeeping duties in the infirmary with the exception of cleaning the floors, bath rooms, showers and vents.
- b. Inmates will not be allowed to provide any health care services, including record keeping.
- c. All outside medical consultations/treatment shall be coordinated in advance with the VCDC Transport Supervisor.
- d. The successful proposer shall be responsible for the disposal of all medical, contaminated or hazardous waste and associated cost. This material must be removed from within the facility to a secured area and disposed of in accordance with all Federal, State and local laws.
- e. The successful proposer shall make arrangements for body cavity searches to be conducted off site by medical personnel other than those who currently provide care to inmates in the custody of VCDC, in accordance with NCCHC, ACA and NMAC-ADPS Standards.
- f. Health Care staff shall respond to acute medical and emergency needs of Valencia County Detention Center on duty staff and visitors. Services provided must be documented.

26. ADDITIONAL FINANCIAL RESPONSIBILITY

In addition to the expenses associated with providing all the aforementioned programs the successful proposer will also be responsible for all costs related to but not limited to the following:

Medical supplies

Office equipment and supplies
Consumables
OTC Products (i.e. Ibuprofen)

Invoices for services shall be submitted monthly by the fifth (5th) day of the following month. Invoices shall be billed showing the following monthly costs breakdown:

Medical Services Personnel
Off-Site Services
On-Site Services
Pharmacy Services
Non-Medical Services
NMGRT
Total Invoice Cost

27. EQUIPMENT AND OFFICE FURNITURE (List of Equipment provided by VC)

The Valencia County Detention Center owns the existing clinic equipment. In the event that additional equipment with a value of \$2, 500 or more is required during the term of the contact, a written description of the equipment and justification for its purchase must be forwarded to the Warden.

Equipment maintenance, service plans, inspections, calibrations and certifications as required will be the responsibility of the successful proposer. Copies of reports of these activities will be provided to the Warden or designee. Repair costs less than \$2,500 will be the responsibility of the successful proposer. Repairs exceeding \$2,500 will be reviewed and approved by the Warden prior to commitment to the repair unless it is an emergency.

If any proposal includes additional equipment needs to satisfy the proposed service plan, include the cost of that equipment separately from the basic specifications. Justification for the equipment must be included.

VCDC will provide a reasonable amount of office furniture to include desks, chairs, and filing cabinets for successful proposer. Any additional furniture requirements and the justification for it should be presented during contract negotiations.

28. AVERAGE DAILY POPULATION STATISTICS

The successful proposer will provide comprehensive inmate health care services and medical personnel and other program staff to carry out the services described in this proposal at a base price per year for a four (4) year period. To assist with the determination of proposed contract price, the average daily population (ADP) history and projections are listed below:

Year	No.	Avg. Inmates	Avg. Length of Stay		
2019	149	Male 20 Female	14		
2020	142	Male 20 Female	15		
2021	117	Male 10 Female	12		

V. SUBMITTAL REQUIREMENTS/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.E.1	Letter of Transmittal Form	0*
V.E.2	Standards Compliance Insurance Capability and Agreement to Perform Property Tax Obligations Campaign Contribution Disclosure Form Resident Veteran Preference Certification Form	0*
V.E.3	Experience and Past Performance	200
V.E.4	Program Personnel & Staffing Plan	500
V.E.5	Mental Health Program	400
V.E.6	Medical Program Components	300
V.E.7	Medical Records, Statistical Data Collection and Reporting	100
V.E.8	Inmate Healthcare Pricing	500
TOTAL		2,000

*Pass/Fail only.

B. EVALUATION PROCESS

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

2. Clarifications: The County Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

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

4. Resident Preferences: 13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference (see Sections V.D, V.E and Appendix F).

5. Scoring and Contract Award Recommendation: Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

C. SELECTION PROCESS

On the basis of the evaluation criteria established in this RFP, the Selection Advisory Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Advisory Committee for clarification, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

The final selection shall be awarded to the responsible offeror whose Proposal represents the best value and is in the County's best interest.

D. MANDATORY REQUIREMENTS

Each mandatory requirement in sections V.E.1 & V.E.2, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offerors proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

E. EVALUATION CRITERIA

A maximum total of 2000 points are possible. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Proposals should reflect the firm's abilities to provide adult detention center design and engineering services. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used for the purposes of ranking by the Selection Advisory Committee for the proposal and the corresponding point values for each criteria are as follows:

Points will be awarded based on the evaluation factors found in V.E.3 through V.E.8, shown below:

V.E.1. Letter of Transmittal

0 Points – Pass/Fail Only

Proposals must be accompanied by a Submittal Letter Transmittal Form (Appendix D) signed and dated by an individual authorized to contractually bind the firm. The letter shall contain the following information:

- A. Identifies the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
- B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations;
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. By signing the form, the Offeror is explicitly indicating the following:
 - 1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 - 2. A commitment to comply and act in accordance with the following Federal Executive Orders relating to the enforcement of civil rights; New Mexico State Statutes and County of Valencia Ordinances regarding enforcement of civil rights; Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
 - 3. A commitment to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
 - 4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

V.E.2. Standards Compliance

0 POINTS – PASS/FAIL ONLY

Note, a statement of concurrence is required for the following:

- A. Corporate Team must have a minimum of five (5) years of experience providing comprehensive inmate medical, mental and ancillary health care programs and services in New Mexico.”
- B. Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified within this RFP.
- C. Insurance. Upon contract award, the successful provider must provide proof of insurance as follows:

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate Errors and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

Medical malpractice covering professional staff - \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate annually.

A certificate of insurance is required with the above limits of insurance with your return proposal.

- D. Campaign Contribution Disclosure Form - In accordance with §13-1-191.1, NMSA pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body, Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. 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 Valencia are BCC Chair Gerard Saiz; BCC Vice-Chair Jhonathan Aragon; Commissioners Troy Richardson, David Hyder, and Joseph Bizzell and; Assessor Beverly Romero; Clerk Mike Milam; Probate Judge Jamie Goldberg; Sheriff Denise Vigil and Treasurer Deseri Sichler.)
NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.
- E. F. Resident Veteran Preference Revenue Certification (See Appendix F if applicable)
- F. G. Property Tax Obligations. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration

Section V.E.3- Experience and Past Performance (Weight 200)

1. Experience (years in business, mission statement and organizational chart).
2. Provide a minimum of three (3) references of current customers to consist of:

Name of Institution/Client
Location/Address
Contract Start Date
Contract Extension(s)
Annual Contract Cost by Year

Inmate Housing Capacity

Contact Person Name & Title

Telephone Number

Email Address

Contract Start Date

Annual Contract Cost

Describe the work performed; detail your firm's responsibilities similar to the requirements of this RFP.

3. List of previously held contracts that have since expired within the past five (5) years. Include a discussion of your team's role and responsibilities for previously held contracts. Include the size of the inmate population and any unique circumstances or challenges that existed. Include the value at startup, annual costs by year and term of the contract. Indicate the basis for the termination (competition, termination for convenience etc.)
4. Identify if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

Section V.E.4 - Program Personnel & Staffing Plan

(Weight 500)

1. Your proposal should include a one (1) month staffing schedule for physicians and/or mid-level providers that will insure all inmates receive appropriate medical care in a timely manner.
2. Include a description of administrative staff, non-medical health care staff and administrative (support staff) job positions, title, description of job duties, qualifications, decision making authority, education, reporting structure, licensing requirements for each. For positions filled by the Contractor, describe or include a discussion if personnel proposed have prior adult detention center experience. Where applicable, include a discussion of the individual's previous detention center experience and their role or responsibility.
3. Describe hiring practices and methods of recruitment and retention, background checks and licensing.
4. Describe what methods will be utilized for recruitment for key position and what resources will be provided by the Corporate Office for providing temporary personnel until the position is filled.
5. Indicate the percentage of staff hired through a staffing agency and which agencies are utilized.
6. Provide a five (5) year history of your firm's employee turnover ratio by position or job classification.

7. Describe your company's initial and ongoing educational and training programs (orientation, preceptor program, employee training, team development programs and performance and annual employee evaluation)
8. Offeror should describe their interaction with security staff personnel and what preparatory steps are taken to insure the success of this interaction, especially during sudden, stressful or unexpected events. Offeror should include a description of joint training planned to address such areas as post-traumatic stress disorder, first-aid & CPR, mental health, substance abuse, re-entry, stress in the workplace, etc.
9. The successful offeror will further describe their service goals and performance measures for each program to be offered. NCCHC, ACA and NMAC-ADPSC standards must be followed as they relate to scheduling of patient care.
10. The successful offeror shall include in their response the maximum number of appointments that will be reserved for each clinic daily.

Section V.E.5 - Mental Health Programs (Weight 400)

1. Provide personnel – titles and staffing schedules
2. Describe housing, observation levels with precautions of psychiatric inmates.
3. Handling of referrals, evaluations and assessments.
4. Use and monitoring of psychotropic drugs.
5. Use and monitoring of the need for Special Housing Unit (SHU)
6. Substance Abuse programs and treatments.
7. Case plans, referrals, post release planning.

Section V.E.6 - Medical Program Components (Weight 400)

1. Describe in detail your procedures for each of the following program components. Include the documentation procedures to be used by staff for the following procedures:
 - a. Initial Intake Screening
 - b. 14 day Health Appraisal
 - c. Patient Care Scheduling, Sick call and Triage
 - d. Close observation & Confinement
 - e. Pregnancy
 - f. Medical Clearance

- g. Dental Services
- h. HIV
- i. STD Testing
- j. TB Screening
- k. Vaccinations for High Risk Inmates

2. Describe any partnerships that the Offeror might have with local outside medical providers. Include any partnership agreements that might be in place and describe how VCDC may participate with the local partnerships.

Section V.E.7 - Inmate Healthcare Pricing Schedule

(Weight 500)

See Appendix

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**INMATE HEALTHCARE SERVICES
for
VALENCIA COUNTY**

Valencia County RFP #VCR-FY22-008

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix J.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than March 4, 2022.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Rustin Porter
Valencia County Purchasing Agent
444 Luna Ave, Suite 100
Los Lunas, NM 87031
Phone: (505) 866-2005
Fax: (505) 866-2424
E-mail: rustin.porter@co.valencia.nm.us

APPENDIX B

SAMPLE CONTRACT

VALENCIA COUNTY

CONTRACT #VCR-FY22-008

THIS AGREEMENT is made and entered into by and between the County of Valencia, _____, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed at a monthly rate of \$ _____ dollars not to exceed \$ _____ for the first year subject to ____% escalation for the second year excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ _____ (AMOUNT) shall be paid by the County to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall

provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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

3. Term.

The term of this Agreement shall be for a base period of performance consisting of two (2) years with an option to extend the Agreement for an additional two (2) year period. Under no circumstances will the term of this Agreement including options thereto exceed four (4) years. The County reserves the right to unilaterally exercise the option period based on the Contractor's past performance. This Agreement shall commence on May 01, 2022 and terminate on February 28, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Limit of Liability.

The contractor's liability to the County for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of County's claim. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and

“Patent, Copyright, Trademark and Trade Secret Indemnification” of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

28. Survival.

The agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification”; “Indemnification”; and “Limit of Liability” shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

29. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$5,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

Request for Proposals No. VCR-FY16-019 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or

- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

37. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

38. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

All services performed by vendor shall be in strict conformance with all applicable Federal, State of New Mexico and/or local laws and regulations relating to confidentiality. Vendor may be a business associate of VCDC, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of VCDC as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate. Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

39. Insurance.

Offeror must maintain and provide annual insurance updates throughout the term of the contract as follows:

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate Errors and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

Medical malpractice covering professional staff - \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate annually.

40. Termination For Failure to Comply with County's Tax Reduction Policy.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

41. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager // PO Box 1119 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor (Signature)

Printed Name: _____ Address: _____

By: _____ Date: _____
Valencia County Purchasing Agent

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this ____ day of _____, 2022.

Gerard Saiz
Chair, District I

Jhonathan Aragon
Vice-Chair, District V

Troy Richardson
Commissioner, District II

David A. Hyder
Commissioner, District III

Joseph Bizzell
Commissioner, District IV

Attest:

Mike Milam
Valencia County Clerk

Scope of Work And Deliverables

The CONTRACTOR shall deliver a comprehensive inmate healthcare program to the inmates of the Valencia County Adult Detention Center.

See IV. SPECIFICATIONS of the RFP

APPENDIX C

COST RESPONSE FORM
RFP #VCR-FY22-008
VALENCIA COUNTY
INMATE HEALTHCARE SERVICES

OFFEROR NAME: _____

Section V-E-8 - Inmate Healthcare Pricing Schedule (Weight 500)

Offerors are required to provide their proposed pricing for each of the respective terms as outlined below. The pricing for the base period of performance and option years should be calculated on an inmate population of 175 to 185 (approximately 10 - 15% Female) for each of the respective periods. Increased inmate population exceeding the 185 shall be subject to negotiations between the VCDC and the Contractor.

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

Offeror's Points = (Lowest Total Proposed Cost / This Offeror's Total Proposed Cost) X Maximum Points

A. Base Period of Performance

May 1, 2022 thru April 2023 \$ _____
May 1, 2023 thru April 2024 \$ _____ or ____% Escalation

B. Option 1

May 1, 2024 thru April 2025 \$ _____ or ____% Escalation
May 1, 2025 thru April 2026 \$ _____ or ____% Escalation

PARTNERSHIP

Partnerships with Medical Providers that reduce off-site medical costs should be provided in this section. Include named provider and discount for medical services. Include a discussion of VCDC's ability to be a named party to participate with the partnership.

OTHER DISCOUNTS - Offerors should provide any additional discounts that may apply and a description of when the discount.

NM GROSS RECEIPTS TAX SHALL BE CALCULATED SEPARATELY FROM THE ANNUAL COSTS SHOWN ABOVE.

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO**. Failure to respond to all four 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 the organization:

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 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.

_____, 2022

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

APPENDIX E CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

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

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

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

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

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

“**Names(s) of Applicable Public Official(s) if any**” For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Gerard Saiz; BCC Vice-Chair Jhonathan Aragon; Commissioners Troy Richardson, David Hyder , and Joseph Bizzell; Assessor Beverly Romero; Clerk Mike Milam; Probate Judge Jamie Goldberg; Sheriff Denise Vigil and Treasurer Deseri Sichler.

NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX F

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:

_____ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference. **The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Valencia County with New Mexico Tax & Revenue.**

_____ I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is less than \$1 Million 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 \$1 Million but less than \$5 Million 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 \$5 Million 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 §13-1-21 or § 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

Appendix G

Valencia County New Mexico Board of Pharmacy License

Appendix H
Medical Services Report

Appendix I

Off-Site Medical Services Report

Appendix J
Gender Consensus Report