VALENCIA COUNTY
STATE OF NEW MEXICO

REQUEST FOR PROPOSALS (RFP)
AMENDMENT #2

Inmate Telephone Services

RFP #VCR-FY21-007

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

Release Date:
April 2, 2021

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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 bids from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide inmate telephone services through a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the VCADC.

B. INTRODUCTION/BACKGROUND

The scope of the procurement consists of identifying a company to provide comprehensive inmate telephone services, including all necessary equipment and other resources to deliver those services. The term of the contract shall be for one (1) year. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Contractor performance will begin no later than **July 1st, 2021**. This procurement will result in a single source award to an independent contractor that shall be fully responsible for inmate telephone services. NEITHER THE VCADC NOR VALENCIA COUNTY SHALL BEAR RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH THE INMATE TELEPHONE SYSTEM.

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 (8) years. Contract performance will begin on **July 1st, 2021.**

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

Delivery Address (Including proposal delivery):	Mailing Address:
444 Luna Ave., Suite 100 // Los Lunas, NM 87031	P.O. Box 1119 // Los Lunas, NM 87031

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)	April 2, 2021(Fri.)
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	April 16, 2021(Fri.)
3. Site Visit and Pre-Proposal Conference	PM, PO and VCADC staff	April 21, 2021 (Wed.) @ 9:30 AM Local time
4. Deadline to Submit Questions	PO	April 29, 2021 (Fri.)
5. Response to Written Questions/ RFP Amendments	PM	May 7, 2021 (Fri.)
6. Submission of Proposal	**Offerors**	**June 4, 2021 (Fri.) 2:00 PM Local time**
7. Proposal Evaluation	Evaluation Committee (EC)	June 7-9, 2021 (Mon-Wed.)
8. Notification of Intent to Award	EC	June 9, 2021 (Wed.)
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*	June 16, 2021 (Wed)
13. Protest Deadline	Offerors	July 1, 2021 (Thurs.)
Start of Performance		**July 1, 2021 (Thurs.)**

*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 April 21, 2021, at the Valencia County Commission Chambers, 444 Courthouse Rd., Los Lunas, NM 87031**. Potential Offerors are encouraged to submit written questions in advance to Rustin Porter 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 <u>required to provide the following information on or before April 16, 2021</u>:

- 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 Telephone Services " Request For Proposals and should reference "RFP #VCR-FY21-007." 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. General Requirements V.E.2
c. Compliance with 17.11.28 NMAC V.E.3
d. Capability and Agreement to Perform Response V.E.4
e. Insurance Certificate V.E.7
f. Property Tax Obligations V.E.8
g. Maintenance of Data V.E.9
h. Completion of Bid Form V.E.13
i. Campaign Contribution Disclosure Form V.E.14
j. Resident Veteran Preference Revenue Certification V.E.15

Binder #2

a. Proposal Response to Criteria V.E.5, V.E.6, V.E.10, V.E.11, and V.E.12

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 E). 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 AND REQUIREMENTS

This section details the minimum specifications for products or services sought by the County. It also provides information on the County's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

A. INFORMATION

1. Use of Brand Names and Numbers

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

2. Equivalent Items Bid

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the bid.

3. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this IFB, it is requested that their opinion be made known to the Purchasing Agent, in writing, as soon as possible but preferably at least three (3) days prior to the bid opening date.

4. No Bid Form

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix D prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form MAY be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is NOT a requirement but will assist us in insuring the quality of this procurement and in

improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

5. Background

The VCADC is located in Valencia County, which is centered approximately 25 miles south of Albuquerque, New Mexico. The county has a 2010 census population of 76,569. The average household income is $42,044 per census data. The VCADC is comprised of the one (1) operating location in Los Lunas, Valencia County, New Mexico.

The VCADC is about a 23,000 square foot facility made up of a recreation area, cell pods, an open dormitory, a kitchen and an administrative area. It houses both male and female detainees. The average daily population is 160, made up of about 132 males and 28 females. For reference, between January 1, 2020 and about March 15, 2021 there were approximately 3,200 intakes.

The VCADC currently has 32 telephones located as follows: A-Pod: Two (2), B-Pod: Five (5), C-Pod: Five (5), Dormitory: Two (2), Visitation: Six (6) – three inmate side and three visitor side, Booking: Two (2), Female Unit: Four (4), Female Visitation: Four (4) and Female Unit D-unit: Two (2).

B. MANDATORY SPECIFICATIONS

1. Letter of Transmittal Form

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

2. General Requirements

The bidder shall provide all equipment, local, intralata and interlata services necessary to operate the inmate telephone service. This must include installation and maintenance. The proposer must inspect the current installation site and provide telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided that are necessary for the operation of the inmate telephone system, such requirements will be supplied at the expense of the bidder. An Indication of Compliance is required.

3. Compliance with 17.11.28 NMC

Bidder must certify that they are, or will be at such time as required by law in the conduct of this contract, compliant with Title 17 (“Public Utilities and Utility

Services"), Chapter 11 ("Telecommunications"), Part 28 ("Institutional Operator Service Providers" of the New Mexico Administrative Code, effective date of August 15, 2013 (reference 17.11.28.5 NMC). An Indication of Compliance is required.

[Note. The above cited regulation may not be the only applicable regulation and this compliance requirement is not intended to assure complete compliance with all applicable regulations. By virtue of their profession, businesses choosing to compete for this business are expected to be familiar with, and aware of, the regulations with which they must comply and be in compliance with same. Note also that in the case of any conflict between the requirements of this IFB and the requirements set forth in 17.11.28 NMC, compliance with the NMC shall be considered compliance with this IFB.]

4. Capability and Agreement to Perform

Bidder must certify that they are capable and qualified to provide the system and services required by this IFB and agree to perform the Scope of Work as specified in the contract at Appendix B. An Indication of Compliance is required.

5. Project Plan

Bidder must define and describe their approach to implementing the required inmate telephone system. The plan must address, at a minimum, transition from the existing system, the schedule (including schedule dependencies), resources required, the contractor's approach to testing before the system is put into service, the contractor's role in daily operation and the contractor's plan for handling system problems (including associated timeframes).

6. Experience

Bidder must have a minimum of five (5) years of experience providing inmate telephone services. Bidder must describe, in narrative form, how they meet this requirement.

7. Insurance

Bidder must agree to provide, and agree to maintain during the life of the contract, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - $2,000,000 per occurrence, $5,000,000 General Aggregate (The County shall be named as an additional insured on the General Liability Insurance certificate of insurance.)

Motor Vehicle Liability - $1,000,000 per occurrence, $2,000,000 General Aggregate

Any insurance that is required does not limit the Vendor's obligation to indemnify the County for a claim above that amount.

An Indication of Compliance is required.

8. Property Tax Obligations

Bidders/Proposers are required to certify that they are not delinquent in the payment of their Valencia County 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. An Indication of Compliance is required.

9. Maintenance of Data

Bidder must agree to maintain data for not less than three (3) years after the completion of the call. An Indication of Compliance is required.

10. Rates

The rates charged to users shall not exceed those allowed by the New Mexico Public Regulation Commission. (Reference 17.11.28 NMAC.) Offeror must provide a copy of the rates that will be charged in addition to completing the Bid Form.

11. Agreement to Fulfill Scope of Work and Specifications

Bidder must agree to fulfill the Scope of Work and Specifications (found at Appendix B, Attachment 2) without exception. An Indication of Compliance is required.

12. Proof of Financial Stability

Bidder must submit proof of financial stability with explanations, as appropriate. This information MAY NOT be marked as “Proprietary”, “Confidential” or in any other manner that would prevent public disclosure.

13. Completion of Bid Form, Attachment 1

Bidder must complete and submit the Bid Form.

14. Campaign Contribution Disclosure Form (Appendix D)

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 Sais; BCC Vice-Chair Jhonathan Aragon; Commissioners Joseph Bizzell, Troy Richardson, David A. Hyder and; Assessor Beverly Dominguez-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.

15. Resident Veteran Preference Revenue Certification (See Appendix E if applicable)

Attachment 1

Bid Form

Valencia County

Inmate Telephone Services
VCR-FY21-007

To: Valencia County
Attn. Purchasing
444 Luna Ave., Suite 100A
Los Lunas, NM 87031

From: _____
Name of Bidder

_____
Mailing Address

_____
City, State & Zip

Responses to Mandatory Specifications (Reference Section IV)

The following table MUST be completed and submitted with your bid.

Reference	Mandatory Specification	YES	NO
IV.B.1	Bidder has completed and submits the "Letter of Transmittal Form", found at Appendix C, with this bid.		
IV.B.2	Bidder agrees to provide all equipment, local, intralata and interlata services necessary to operate the inmate telephone service. This includes installation and maintenance. The proposer has inspected the current installation site and will provide telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided that are necessary for the operation of the inmate telephone system, Bidder agrees to provide such requirements at their own expense.		
IV.B.3	Bidder certifies that they are, or will be at such time as required by law in the conduct of this contract, compliant with 17.11.28 NMAC.		
Reference	**Mandatory Specification**	**YES**	**NO**
IV.B.4	Bidder certifies that they are capable and qualified to provide the system and services required by this IFB and agrees to perform the Scope of Work as specified in the contract at Appendix B and in accordance with the specifications provided therein.		
IV.B.5	Bidder has provided the required Project Plan, compliant with the specified requirements, with this bid.		
IV.B.6	Bidder certifies that they have a minimum of five (5) years of experience providing inmate telephone services and have provided, elsewhere within this bid, a written narrative explaining how they meet this requirement.		
IV.B.7	Bidder agrees with the specified insurance requirements.		
IV.B.8	Bidder certifies that we are not delinquent in the payment of our Valencia County property tax obligations and will not become delinquent in the payment of our property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. We understand and acknowledge that failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against us. We further understand and acknowledge that failure to comply with this certification requirement will be render our bid/proposal non-responsive and it shall be excluded from further consideration.		

IV.B.9	Bidder agrees to maintain data for not less than three (3) years after the completion of the call.		
IV.B.10	Bidder certifies that the rates charged to users do not exceed those allowed by the New Mexico Public Regulation Commission. (Reference 17.11.28 NMAC.) Offeror has also, elsewhere within this bid, provided a copy of the rates that will be charged.		
IV.B.11	Bidder agrees to fulfill the Scope of Work and Specifications (found at Appendix B, Attachment 2) without exception.		
IV.B.12	Bidder has submitted the required proof of financial stability with this bid.		
IV.B.13	Bidder has completed, signed and submitted this completed and signed Bid Form (Appendix B, Attachment 1) with this bid.		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section I, "System Configuration".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section II, "System Management and Control".		
Reference	**Mandatory Specification**	**YES**	**NO**
pp. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section III, "System Access".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section IV, "System Capability".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section V, "System Features".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section VI, "Reporting Requirements".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section, VII. "Equipment".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section, VIII. "Call Branding".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section IX, "Fraud Control".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section X, "Inmate Telephone Recording/Monitoring System".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XI, "Customer Service".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XII, "Maintenance Response Times".		
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XIII, "Inspection Audit and Maintenance of Reports".		

Bidders MUST mark either the "Yes" column or the "No" column for EACH Mandatory Specification. Marking the "No" column, or not marking either column, may lead to the bid being declared non-responsive and being disqualified on that basis.

If bidders take exception to any of the mandatory specifications, each exception must be addressed. Attach such explanations on a separate sheet and included that sheet (s) with the bid. Potential bidders are strongly encouraged to raise any issues that could lead to their need to cite an exception during the Pre-Bid Conference or as part of the Questions and Answers process. If the issue(s) raised impact the overall fairness of the procurement process, or in some manner limit fair competition, consideration will be given to amending the IFB to resolve those issues. Taking exception to one or more mandatory specifications may lead to the bid being declared non-responsive and being disqualified on that basis.

Price and Rates Bid

(This pricing scenario, which approximates the historical usage data provided elsewhere in this solicitation, is being used for price comparison purposes only between bids received to identify the lowest cost bidder. It does not represent anticipated or guaranteed utilization.)

The following table MUST be completed and submitted with your bid.

A		C	D	E	F		H
Type		Calls	Duration/ Call (Min)	"Per Call" Charges* (if any)	Charge for Minutes*		Total Cost (Col. E + Col. F)
Advance Pay Interstate Interlata		28	10				
Advance Pay Intrastate Intralata		51	11				
Advance Pay Local		864	17				
Collect Interstate Interlata		5	8				
Collect Intrastate Intralata		23	10				
Collect Local		174	9				
Commis. Debit Interstate Interlata		20	9				
Commis. Debit Intrastate Intralata		93	11				
Commis. Debit Local		2,327	15				
Direct Bill Local		2	2				
SUM ("Total Amount Bid")							

* For the number of calls specified for that line

****

Math Example #1: Company X has no "Per Call" charge for "Advance Pay Interstate Interlata". They charge $0.15 per minute. They would place "$0.00" in Column E for "Per Call" charges for that line. Each phone call is 10 minutes, which would cost $1.50 per call. There were 28 calls

placed so they would put $42.00 in Column F for "Charges for Minutes." They would then add the amounts in Columns E and F (for that line) together to get the Total Cost. For "Advance Pay Interstate Interlata", that would be $0.00 + $42.00 = $42.00. Their bid response would appear as follows:

A		C	D	E	F		H
Type		Calls	Duration/ Call (Min)	"Per Call" Charges* (if any)	Charge for Minutes*		Total Cost (Col. E + Col. F)
Advance Pay Interstate Interlata		28	10	***0.00***	***42.00***		***42.00***

Math Example #2: Company Y charges $1.00 "Per Call" for "Collect Interstate Intralata". They charge $0.15 per minute. They would place "$23.00" in Column E for "Per Call" charges for that line. (23 calls at $1.00 each.) Each phone call is 10 minutes, which would cost $1.50 per call. There were 23 calls placed so they would put $34.50 in Column F for "Charges for Minutes." (23 calls at $1.50 each.) They would then add the amounts in Columns E and F (for that line) together to get the Total Cost. For "Collect Interstate Intralata", that would be $23.00 + $34.50 = $57.50. Their bid response would appear as follows:

A		C	D	E	F		H
Type		Calls	Duration/ Call (Min)	"Per Call" Charges* (if any)	Charge for Minutes*		Total Cost (Col. E + Col. F)
Collect Interstate Intralata		23	10	***23.00***	***34.50***		***57.50***

****

Total Amount Bid (From table above, "SUM" line) …….$_____

Total Amount Bid Written in Words:

_____

_____

This bid will be judged based upon the "Total Amount Bid" as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Contract award will be to the fully responsive and responsible bidder offering the lowest "Total Amount Bid", above.

NOTE: As required by Section IV.B.11, the Bidders complete rate sheet must also be submitted as part of the bid. The pricing in the table above must be based on, and be consistent with, that rate sheet. This will be verified.

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.
Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Bidder hereby acknowledges receipt of Addenda

Number _____, Dated _____
Number _____, Dated _____
Number _____, Dated _____

(Add additional if needed)

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

_____	_____
Bidder Name	Signature of Authorize Representative
_____	_____
Address	Name of Authorized Representative
_____	_____
City, State, Zip Code	Title of Authorized Representative
_____	_____
Telephone Number	Date

Attachment 2

Scope of Work and Specifications

Valencia County

Inmate Telephone Services

Contractor shall provide inmate telephone services through a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Valencia County Adult Detention Center (VCADC).

Minimum Requirements: Except as otherwise noted, the requirements listed in this section represent the minimum requirements of the system. Bidders must meet these requirements to be considered responsive to the RFP.

I. System Configuration:

(a) The inmate telephone system must be a turnkey, non-coin telecommunications service.

(b) The inmate telephone system must be "host" based. Recordings should be stored in multiple locations to ensure catastrophic events do not compromise, alter, or destroy the integrity of the call bank. (Note: All inmate telephone recordings shall remain the sole property of the VCADC.)

(c) The inmate telephone system should have the ability to integrate with Jail Management Systems, Commissary Systems and Banking Systems.

II. System Management and Control:

Contractor agrees to provide not less than the following computer terminals for administrative use and system management and control, located as follows: One per Pod (6), one for the lobby (1) and one for the booking area (1). This represents a minimum of five (8) computer terminals.

III. System Access:

(a) The system must provide one-way out-going collect/debit/prepaid calls. Calls to the Public Defender's Office must be allowed as non-collect calls. VCADC must be able to designate other telephone numbers that may be called as non-collectable calls at its discretion.

(b) The system shall be capable of preventing (call blocking) designated types of calls, at the discretion of VCADC. Such calls may include:

i. 911
ii. All 800 services
iii. All 900 services
iv. 411 numbers
v. Directory Assistance
vi. Local Emergency Numbers
vii. Three Way Calls
viii. Other numbers as directed by VCADC

ix. Access to a live operator in any circumstance
x. All calls to pay phones
xi. All credit card calls

IV. System Capability:

(a) The system shall be capable of local, long distance, and international collect calls.

(b) The system shall be capable of programmed call duration limits, as set by VCADC. The system will automatically terminate a call giving a one-minute warning. The capability of providing different time limits for individual inmates, cell blocks, and designated groups of telephones is desirable. Booking Free phone call will be 10 minutes and all other phones will be prepaid for a maximum of 45 minutes per phone call.

(c) The system shall ensure that for all long distance calls, the cost begins when the end user accepts the call.

(d) The system should be capable of processing calls on a bilingual basis including as a minimum, but not limited to, English and Spanish.

(e) Each telephone shall have printed instructions concerning how to obtain service. These instructions should also be available audibly.

(f) The system shall have full-time fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, and second party calls.

(g) The system shall not be capable of receiving incoming calls. The inmate telephone system shall provide outgoing collect/debit/prepaid service with no access to direct dialed or operator handled service.

(h) VCADC facility officials shall retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

(i) All phones shall be FCC registered and the Contractor's current FCC number shall be provided as part of the solicitation response. [NOTE: Contractor shall submit a detailed description of all specific features offered.]

(j) The system proposed shall be designed to use only an automated operator to place calls. The system should provide clear voice prompts to complete calls without the use of an operator. [NOTE: Contractor should provide a clear description of all automated operator services that will be used for inmate calls.]

(k) The system shall be capable of blocking an unlimited amount of individual numbers. Contractor should state the method to be used to block telephone numbers. Blocked numbers should be able to be entered at a central location and have immediate effect at the facility level or system-wide. The system should have the ability to block or refuse access to calling cards.

(l) The system shall provide a minimum of three (3) hearing aid compatible telephones, located as follows: One in the female area, on in the booking area and one in the administrative area. Proposer shall provide compatible tty phones for hearing impaired.

V. System Features:

Contractor shall provide written descriptions of telephone and system features. Descriptions should be concise, easy to understand, and explain in detail the use and value of the features. System features to be described shall include, but not limited to, Call Length Control, Call Supervision, Inmate Messaging Services, Inmate Facility Orientation (English and Spanish mandatory) and Call Validation.

VI. Reporting Requirements:

The system shall provide pre-defined reporting capability regarding use and utilization as well as ad-hoc report creation capability. The creation and printing of such reports shall be available on demand at any time and shall be unlimited.

VII. Equipment:

(a) The system shall have equipment designed for a correctional environment.

(b) If the existing telephones are replaced, the Contractor shall install new inmate stations made of heavy gauge steel construction with armored, tamper proof keypad, and Lexan handset. All units shall be provided with handset cords that will withstand 1000 pounds of longitudinal tension. Inmate telephones shall not expose screws, bolts, metal, or hard substance fasteners or any other material that can be removed from the unit without special security removal devices. Each station shall be secured with special security type screws. Keypad locks are not acceptable. Telephones shall be in full compliance with Americans with Disabilities Act (ADA) (TTY). Inmate telephone sets shall be wall mounted, of stainless or equivalent tamper-resistant durable construction.

(c) All telephone equipment, cabling, wiring, and the installation shall meet or exceed all FCC, State, and local codes.

(d) Contractor shall provide, as part of the awarded contract, all non-expandable miscellaneous equipment such as computer, printer, modems, and system software necessary to allow VCADC officials to query, display, and print individual inmate telephone activity. System software shall be security level based and password protected.

VIII. Call Branding:

(a) All collect/debit/prepaid calls placed from a VCADC inmate telephone shall be capable of being identified to the called party substantially as follows:

> "This is a collect call from, , (Inmate speaks name or system plays inmate's pre-recorded name) who is currently in custody at the Valencia County Adult Detention Center."

Final language shall be agreed upon between the Contractor and VCADC.

(b) In addition, the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and the call is subject to monitoring and recording.

(c) The system shall provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

(d) Contractor shall provide a written or recorded example of the Call Branding to be used.

(e) The system shall allow for the inmate's name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance.

(f) The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. Call acceptance by the call recipient shall be accomplished through positive call acceptance. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems shall be terminated when the machine fails to positively accept the incoming call. The inmate shall not be allowed to communicate with the called party until the call is accepted. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.

(g) Contractor should state options for call acceptance (voice, computer, etc.).

(h) The called recipient shall have an option to block any further inmate call attempts at the time the call is received.

<u>IX. Fraud Control</u>:

(a) Aid in controlling fraudulent use of the telephone network shall be provided by the system. This could include, but is not limited to, interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.

(b) VCADC shall bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Contractor agrees that the County and VCADC shall bear no responsibility for fraudulent calls or theft of service. Furthermore fraudulent, stolen or lost calls shall not be deducted from revenue paid to VCADC. <u>Fraudulent calls shall be the sole responsibility of the Contractor.</u>

(c) The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system should play a warning message to the inmate and the called party.

(d) The system shall provide the ability to detect and flag three-way-calls. Facility personnel should be provided with the ability to mark the call as a three-way-call, disconnect call, or both. If the call is disconnected in error, the Contractor must correct the issue and immediately refund the fees.

(e) Contractor agrees that the County and VCADC will bear no responsibility for un-billable or uncollectible calls. The Contractor shall bear sole responsibility for collection on all such calls.

(f) The system should have a shut-off function for each phone, tablet or kiosk, designated away from their living area, and for the entire system.

(g) Contractor provided on-site computers and a web-based program shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports

X. Inmate Telephone Recording/Monitoring System:

(a) The inmate telephone system shall provide call monitoring and recording capabilities.

(b) The inmate telephone system shall be capable of sharing information, including telephone records and recordings, with other governmental agencies (as allowable) without altering the integrity or court admissibility of such recordings.

(c) The inmate telephone system shall have the capability of simultaneously recording all inmate calls 24 hours a day/7 days a week and maintain these recordings for up to three (3) years from the date of the phone call.

(d) The inmate telephone system shall offer immediate recording retrieval.

XI. Customer Service:

(a) Contractor shall maintain a 1-800 Customer Service number which is answered 24 hours a day, 7 days a week by a live operator.

(b) Contractor shall maintain a 1-800 number for Valencia County and the public for inquiries about billing issues, call blocks, etc.

(c) Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.

(d) Contractor shall provide a single point of contact for handling financial, commission or billing inquiries.

(e) Informational pamphlets shall be available for inmates relative to the applicable features and functions of the inmate telephone system upon installation and request by VCADC.

(f) An informational website shall be available for public access.

XII. Maintenance Response Times:

Contractor shall respond to single instrument problems or outages within twenty four (24) hours. Contractor shall respond to multi-instrument or area-wide problems or outages within four (4) hours.

XIII. Inspection Audit and Maintenance of Reports:

(a) Contractor shall maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

(b) VCADC or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers, and records of the Contractor as they may relate to the awarded contract.

XIV. Hot Number Alerts:

(a) The system will allow an administrator to designate "Hot" PIN's and "Hot" destination numbers and deal with them as follows. When the system detects that a call is being made using any of these pre-programmed "Hot" PIN's or destination numbers, the system should automatically call destination numbers designated by VCADC. These designated numbers should include direct-dial phones, staff cell and home telephones, as well as pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call to allow them to monitor the call in progress. The recipient should be undetected by the inmate and called party; however, the recipient should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed and the PIN used in dialing.

(b) The system should allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the Contractor.

If Hot Number Alerts is included, Bidder should describe this capability in detail and provide that description with their bid.

(c) provide 3 systems for ttyl (blind and hearing impaired)
(d) VCDC would like 1 switch to deactivate all facility phones, tablets and kiosk.
(e) Wrist bands with bar codes for detainee identification (compatible with JMS)

XV. General Inmate Communications and Jail Operational Services:

An integrated inmate video visitation, video arraignment, inmate forms, information content publishing, information broadcasting, inmate mail, hardware/software installation and maintenance. At minimum the system must have the following capabilities:

(a) Software must be cloud based with management portal accessible by approved users anywhere anytime.
(b) The system must be an integrated / all in one system in a single hardware.
(c) The system must have the capability to broadcast video visitation schedules at each pod.
(d) The system must allow multiple participants during a video arraignment session.
(e) The system must be able to allow the jail administrator set user privileges to approve/deny, monitor and record video visitation and inmate mail transactions.
(f) Inmate form submissions and reporting must only be accessible by users approved to read/respond and approve forms submitted.
(g) The system must be able to broadcast different and unique information for each pod and other locations designated by the jail operations command team.

If a General Inmate Communications and Jail Operations Services is included, Bidder should describe the capabilities in detail and provide that description with their bid.

XVI. Jail Management System:

Accounting, web interface, document imaging, scheduling and electronic signature applications. At minimum the system must have the following capabilities:

(a) The proposed JMS system will provide a fully developed COTS system with at least one statewide implementation and more than 100 current county or regional detention centers.
(b) The proposed JMS system will provide computer based training, bi-annually onsite training, and train-the-trainer training.
(c) The proposed JMS system will provide 24 hours a day, 7 days a week 365 days a year support.
(d) The proposed JMS system will provide a base system.
(e) The proposed JMS system will provide an internal imaging system.
(f) The proposed JMS system will provide an optional GAAP compliant accounting system.
(g) The proposed JMS system will provide for a standard billing for housing, and a method for collections. Split billing will allow up to 4 agencies to be split for payment.
(h) The proposed JMS system will provide an internal scheduling system for inmates, volunteers, visitors and staff.
(i) The proposed JMS system will provide the ability to scan documents.
(j) The proposed JMS system will provide the ability to capture electronic signatures throughout the system.
(k) The proposed JMS system will provide a fully integrated notification system.
(l) The proposed JMS system will provide an internal secure email system.
(m) The proposed JMS system will provide an interface with the facilities kiosk systems.
(n) The proposed JMS system will provide an interface with the inmate telephony system.

(o) *The proposed JMS system will provide an internal virtual interactive (gangs, medical, race, keep separates, weekenders, out to court) grease board*.
(p) The proposed JMS will provide for an adjustable dashboard for graphical depiction of information.
(q) The proposed JMS system will provide multiple internal classification systems.
(r) The JMS must fully integrate with the Records Management System (RMS) software.
(s) The JMS software must provide a graphical map of the jail facility.
(t) The graphical map must provide the ability to view each cell within the facility.
(u) The JMS must provide for the exporting of a monthly Social Security Administration (SSA) report.
(v) The User must be able to enter all required fields on a screen and other information known at that time, save the data, and return later to enter and save additional data.
(w) The JMS must provide the ability to create various booking wizards.
(x) The JMS must provide an integrated Web Site for the viewing of inmate population as well as other pertinent jail information and reports.
(y) The JMS must provide web user maintenance to where the agency can allow outside agencies and/or personal to log into the website to view detailed information that is not accessible to the public.
(z) The JMS must provide reports that detail logins to the website.The JMS must provide the ability for the general public to enter VINE information from the website.
(aa) The JMS must provide the ability to create multiple classification systems.
(bb) The JMS shall provide for an internal configurable points based classification system.
(cc) The software must have the ability to interface to commissary software (i.e., Grissom, Keefe, Swanson).
(dd) The software must have the ability to interface to AFIS/LiveScan
(ee) The software must have the ability to interface with the current RMS
(ff) The software must have the ability to interface with the inmate phone vendor
(gg) The Proposed JMS shall have the ability to interface with an electronic health records system. (EMR)
(hh) The Charge section must provide the ability to store sentence information including date, status, fine/bond amount, credit for time served and years/month/days of sentence.
(ii) The Charge section must provide the ability to store arrest code, statute code, charge type, charge description and citation information.
(jj) The Charge section must provide the ability to store court information including: court name, date, case number, judge, warrant number, agency, prosecution, defense, and any comments.
(kk) The JMS must warn the User if a Keep Separate is found during a cell assignment or during scheduling.
(ll) The separate Incidents Module must provide the ability to store date and time of incident.
(mm) The Incident Module must provide the ability to store names of individuals involved in incident including officer, subjects, and witnesses.
(nn) The JMS systems shall provide an internal electronic health record module.
(oo) The JMS system shall provide a configurable property module.
(pp) The JMS system shall provide an internal report writing system.

(qq) The JMS system shall provide an internal electronic imaging system.
(rr) The JMS system shall provide for the development of internal forms.
(ss) The proposed JMS system shall provide a method of searching from multiple incarceration statuses. (Current, Released, Home Incarceration, Temporary release, Weekenders…).
(tt) The search results shall be displayed in table style and a style that includes a photograph of the inmates.
(uu) The proposed JMS system shall provide for preset bonds, and manual bond information.
(vv) The proposed JMS shall provide for multiple forms of questionnaires. (Arresting officer, medical, PREA, incident, grievance, misconduct reports…)

If a Jail Management System is included, Bidder should describe this capability in detail and provide that description with their bid.

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	General Requirements	0*
V.E.3	Compliance with 17.11.28 NMAC	0*
V.E.4	Capability and Agreement to Perform	0*
V.E.5	Project Plan	500
V.E.6	Experience	100
V.E.7	Insurance	0*
V.E.8	Property Tax Obligation	0*
V.E.9	Maintenance of Data	0*
V.E.10	Rates	300
V.E.11	Agreement to Fulfill Scope of Work and Specifications	0*
V.E.12	Proof of Financial Stability	100
V.E.13	Completion of Bid Form	0*
V.E.14	Campaign Contribution Disclosure Form	0*
V.E.15	Resident Veteran Preference Revenue Certification	0*
TOTAL		**1000**

*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 E).

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 through V.E.15, 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 1000 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. General Requirements ***0 POINTS – PASS/FAIL ONLY***

The bidder shall provide all equipment, local, intralata and interlata services necessary to operate the inmate telephone service. This must include installation and maintenance. The proposer must inspect the current installation site and provide telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided that are necessary for the operation of the inmate telephone system, such requirements will be supplied at the expense of the bidder. An Indication of Compliance is required.

Section V.E.3- Compliance with 17.11.28 NMC ***0 POINTS – PASS/FAIL ONLY***

Bidder must certify that they are, or will be at such time as required by law in the conduct of this contract, compliant with Title 17 ("Public Utilities and Utility Services"), Chapter 11 ("Telecommunications"), Part 28 ("Institutional Operator Service Providers" of the New Mexico Administrative Code, effective date of August 15, 2013 (reference 17.11.28.5 NMC). An Indication of Compliance is required.

[Note. The above cited regulation may not be the only applicable regulation and this compliance requirement is not intended to assure complete compliance with all applicable regulations. By virtue of their profession, businesses choosing to compete for this business are expected to be familiar with, and aware of, the regulations with which they must comply and be in compliance with same. Note also that in the case of any conflict between the requirements of this IFB and the requirements set forth in 17.11.28 NMC, compliance with the NMC shall be considered compliance with this IFB.]

Section V.E.4- Capability and Agreement to Perform ***0 POINTS – PASS/FAIL ONLY***

Bidder must certify that they are capable and qualified to provide the system and services required by this IFB and agree to perform the Scope of Work as specified in the contract at Appendix B. An Indication of Compliance is required.

Section V.E.5- Project Plan ***500 POINTS***

Bidder must define and describe their approach to implementing the required inmate telephone system. The plan must address, at a minimum, transition from the existing system, the schedule (including schedule dependencies), resources required, the contractor's approach to testing before the system is put into service, the contractor's role in daily operation and the contractor's plan for handling system problems (including associated timeframes).

Section V.E.6- Experience ***100 POINTS***

Bidder must have a minimum of five (5) years of experience providing inmate telephone services. Bidder must describe, in narrative form, how they meet this requirement.

Section V.E.7- Insurance ***0 POINTS – PASS/FAIL ONLY***

Bidder must agree to provide, and agree to maintain during the life of the contract, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - $2,000,000 per occurrence, $5,000,000 General Aggregate (The County shall be named as an additional insured on the General Liability Insurance certificate of insurance.)

Motor Vehicle Liability - $1,000,000 per occurrence, $2,000,000 General Aggregate

Any insurance that is required does not limit the Vendor's obligation to indemnify the County for a claim above that amount.

An Indication of Compliance is required.

Section V.E.8- Property Tax Obligations ***0 POINTS – PASS/FAIL ONLY***

Bidders/Proposers are required to certify that they are not delinquent in the payment of their Valencia County 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. An Indication of Compliance is required.

Section V.E.9- Maintenance of Data ***0 POINTS – PASS/FAIL ONLY***

Bidder must agree to maintain data for not less than three (3) years after the completion of the call. An Indication of Compliance is required.

Section V.E.10- Rates ***300 POINTS – PASS/FAIL ONLY***

The rates charged to users shall not exceed those allowed by the New Mexico Public Regulation Commission. (Reference 17.11.28 NMC.) Offeror must provide a copy of the rates that will be charged in addition to completing the Bid Form.

Section V.E.11- Agreement to Fullfill Scope of Work and Specifications
0 POINTS – PASS/FAIL ONLY

Bidder must agree to fulfill the Scope of Work and Specifications (found at Appendix B, Attachment 2) without exception. An Indication of Compliance is required.

Section V.E.12- Proof of Financial Stability ***100 POINTS – PASS/FAIL ONLY***

Bidder must submit proof of financial stability with explanations, as appropriate. This information MAY NOT be marked as "Proprietary", "Confidential" or in any other manner that would prevent public disclosure.

Section V.E.13- Completion of Bid Form ***0 POINTS – PASS/FAIL ONLY***

Bidder must complete and submit the Bid Form.

Section V.E.14- Campaign Contribution Form ***0 POINTS – PASS/FAIL ONLY***

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 Jhonathan Aragon; BCC Vice-Chair David Carlberg; Commissioners Gerard Saiz, Charles Eaton, David A. Hyder and; Assessor Beverly Dominguez-Romero; Clerk Peggy Carabajal; 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.

Section V.E.15- Resident Veteran Preference Revenue Certification
0 POINTS – PASS/FAIL ONLY

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

INMATE TELEPHONE SERVICES
for
VALENCIA COUNTY

Valencia County RFP #VCR-FY21-007

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 April 16, 2021.

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-FY21-007

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 (8) years. The County reserves the right to unilaterally exercise the option period based on the Contractor's past performance. This Agreement shall commence on March 01, 2018 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. <u>Amendment.</u>

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. <u>Merger.</u>

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. <u>Penalties for violation of law.</u>

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. <u>Equal Opportunity Compliance.</u>

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-FY21-007 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 if 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 _____, 2019.

_____
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

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.

_____ _____, 2018

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

APPENDIX D
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 proces**s" 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 Jhonathan Aragon; BCC Vice-Chair David Carlberg; Commissioners Gerard Saiz, David Hyder , and Charles Eaton; Assessor Beverly Dominguez-Romero; Clerk Peggy Carabajal; 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 E

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 $l 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.