

**VALENCIA COUNTY
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)
*Amendment #2***

**HOSPITAL /
24 HOUR EMERGENCY HEALTHCARE
FACILITY
FOR
VALENCIA COUNTY**



RFP #VCR-FY19-004

**VALENCIA COUNTY PURCHASING
444 Luna Ave., Suite 100A
Los Lunas, NM 87031**

April 23, 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from qualified businesses that will construct, operate and maintain a hospital/24 hour emergency healthcare facility within Valencia County.

B. SUMMARY SCOPE OF WORK

The scope of work consists of constructing, operating and maintaining a hospital/24 hour emergency healthcare facility in Valencia County.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of the private construction of a hospital/24 hour emergency healthcare facility within Valencia County, meeting the minimum needs of the County as specified herein, and the subsequent private operation and maintenance of that hospital/24 hour emergency healthcare facility. Desired Additional services to be provided through the 24 hour healthcare center include: Video Conferencing for physician to patient communication, Maternity Services, Dialysis Services, Oncology Services, Geriatric Care, Pediatric Services, Hospice, Cardiac Care, Stroke Care, Audiology and Hearing Aid Services, Family Medicine, Podiatry Services, Rehabilitation Services, and Women's Health Services. This procurement will result in a single source award. Contract award is expected on or about **June 3, 2019**.

D. PROCUREMENT MANAGER

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

Rustin Porter
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005
Fax: (505) 866-2424

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

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 County are vested and who are responsible for the proper and efficient administration of County 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, consisting of a representative of each incorporated municipality within the County, a representative of the County, and a representative of Isleta Pueblo. Efforts will be made to provide the evaluation committee any necessary technical support in the review of the 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 may 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.

"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 statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

F. 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 proposal, 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 preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

G. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

- Valencia County Procurement Policy

http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf

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 23, 2019
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	May 8, 2019
3. Pre-Proposal Conference	PM, PO	May 15, 2019
4. Deadline to Submit Additional Questions	PO	May 17, 2019
5. Response to Written Questions/ RFP Amendments	PM	June 28, 2019
8. Submission of Proposal	PO	August 1, 2019
9. Proposal Evaluation	PM	August 5, 2019
10. Notification of Finalists (If desired)	Offerors	August 12, 2019
11. Best & Final Offer (If requested)	Evaluation Committee (EC)	August 19, 2019
12. Oral Presentations (If requested)	EC	August 21, 2019
13. Notice of Intent to Award	Offerors	August 23, 2019
14. Contract Negotiations (If needed)	Offerors	August 26, 2019
15. Protest Deadline	Purchasing Agent	September 7, 2019
16. Contract Award*	Offeror/BCC	September 9, 2019

*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 County of Valencia and the Valencia County Board of County Commissioners.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document

(See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 A.M. MDT in the Commission Room, Room 103, 444 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). 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 Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is a requirement for submission of a proposal as questions will be answered.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.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/Sell to 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 MDT ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “Hospital/24 Hour Emergency Healthcare Facility for Valencia County RFP”, should reference “RFP #VCR-FY19-004” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed as directed herein. 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

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Notice of Intent to Award

A notice of intent to award letter will be sent to the proposed winning offeror and to all offerors indicated the Counties intent to award the contract to the most advantageous offeror. 15 Day Protest Period will begin the day after the Notice of Intent to Award letters are sent to all offerors of the Proposal.

12. 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.

13. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

14. 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 contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals

number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Valencia County Purchasing
Attn. Rustin Porter, County Purchasing Agent
444 Luna Avenue, Suite 100A
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. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

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. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Valencia 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 **six (6)** identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3., below)

*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

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.

2. Letter of Transmittal Form

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

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

IV. SPECIFICATIONS

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

3. County Participation

The role of Valencia County, and its sole financial responsibility with respect to the hospital/24 hour emergency healthcare facility, will be limited to transferring the hospital mill levy funds to the selected offeror to subsidize the operation of the hospital/24 hour emergency healthcare facility. The selected offeror will be expected to select a location within Valencia County, to arrange for the design and construction of a sustainable hospital/24 hour emergency healthcare facility, equip and staff the hospital/24 hour emergency healthcare facility and operate, or arrange for the operation of, the hospital/24 hour emergency healthcare facility.

B. MANDATORY REQUIREMENTS

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

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

2. Agreement to Construct and Operate a Hospital/24 Hour Emergency Healthcare Facility (*0 Points*) *Pass/Fail only.

Offer must agree to construct and operate a hospital/24 hour emergency healthcare facility, meeting the minimum requirements specified elsewhere within this RFP, consistent with all applicable statutory and regulatory requirements. The Department of

Health defines a "hospital" as "a facility offering in-patient services, nursing, overnight care on a 24-hour basis for diagnosing, treating, and providing medical, psychological or surgical care for three or more separate individuals who have a physical or mental illness, disease, injury, a rehabilitative condition or are pregnant; use of the term "hospital" for any facility not duly licensed according to these requirements is prohibited; any acute care hospital shall have emergency services, inpatient medical and nursing care for acute illness, injury, surgery, and obstetrics; any limited services hospital shall have emergency services, inpatient medical and nursing care for acute illness, injury and surgery; ancillary services such as pharmacy, clinical laboratory, radiology, and dietary are required for acute-care or limited service hospitals." 7.7.2.7(Z) NMAC 2016. A statement of concurrence is required.

3. Qualifications and Experience to Build a Hospital/24 Hour Emergency Healthcare Facility *(150 Points)*

Offerors must describe, in narrative form, how they meet this requirement. The response must include details of each facility including the location, size, construction cost, and specific medical capabilities offered by each facility constructed.

4. Qualifications and Experience in the Operation of a Hospital/24 Hour Emergency Healthcare Facility *(200 Points)*

Offerors must describe, in narrative form, how they meet this requirement. The response must include the annual operational cost for each hospital operated.

5. "24/7" Operation *(0 Points) *Pass/Fail only.*

Offeror must agree that the hospital/emergency healthcare facility will be operated on a twenty-four (24) hour a day, seven (7) day a week ("24/7") basis. A statement of concurrence is required.

6. Services Offered *(200 Points)*

The County desires as complete and robust medical capability as possible to best serve the citizens of Valencia County. Offeror must detail in narrative form the medical services and capabilities to be provided, as well as how they anticipate expanding services and/or facilities in the County in the future. Offeror additionally must detail in narrative form as to how they intend to disseminate information pertaining to the development, maintenance and operation of the hospital facility to the governmental entities within the County and to the public, including, but not limited to, three public hearings to be held throughout the County after contract award to address the public's inquiries regarding the hospital project.

7. Capability and Agreement to Perform *(0 Points) *Pass/Fail only.*

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

8. Oral Presentation (*150 Points*)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to present their proposal and explain their approach to providing a sustainable hospital/24 hour emergency healthcare facility for Valencia County.

9. Campaign Contribution Disclosure Form (*0 Points*) ***Pass/Fail only.**

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Jhonathan Aragon; BCC Vice-Chair David Carlberg; Commissioners Charles Eaton, David Hyder and Gerard Saiz; Assessor Beverly Dominguez; Clerk Peggy Carabajal; Probate Judge Jamie Goldberg; Sheriff Denise Vigil and Treasurer Deseri Sichler.)

10. References (*100 Points*)

Offeror should provide names and current contact information for at least three (3) governmental entities or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

11. Capital Improvements (*150 Points*)

Offeror must provide an estimated cost of total capital improvements, including but not limited to infrastructural improvements, to be made in Valencia County.

12. CMS Certification (*0 Points*) ***Pass/Fail only.**

Offeror must agree that the hospital/emergency healthcare facility will be CMS certified. A statement of concurrence is required.

13. RESIDENT BUSINESS PREFERENCE (*50 Points*)

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 proposal, 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 preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Agreement to Construct and Operate a Hospital/24 Hour Emergency Healthcare Facility	0*
IV.B.3	Qualifications to Build and Operate a Hospital/24 Hour Emergency Healthcare Facility	150
IV.B.4	Experience in the Construction and Operation of a Hospital/24 Hour Emergency Healthcare Facility	200
IV.B.5	“24/7” Operation	0*
IV.B.6	Services Offered	200
IV.B.7	Capability and Agreement to Perform	0*
IV.B.8	Oral Presentation	150
IV.B.9	Campaign Contribution Disclosure Form	0*
IV.B.10	References	100
IV.B.11	Capital Improvements	150
IV.B.12	CMS Certification	0*
IV.B.13	Resident Business Preference	50
TOTAL		1000

**Pass/Fail only.*

Points will be awarded based on the evaluation factors found in IV.B.1 through IV.B.12.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (*0 Points*)

Pass/Fail only.

2. Agreement to Construct a Hospital/24 Hour Emergency Healthcare Facility (*0 Points*)

Pass/Fail only.

3. Qualifications to Operate a Hospital/24 Hour Emergency Healthcare Facility (**150 Points**)

Points will be awarded based on the Offerors description, in narrative form, how they meet this requirement. The response must include details of each facility including the location, size, construction cost, and specific medical capabilities offered by each facility.

4. Experience in the Construction and Operation of a Hospital/24 Hour Emergency Healthcare Facility (**200Points**)

Points will be awarded based on the Offerors description, in narrative form, on how they meet this requirement. The response must include the annual operational cost for each hospital.

5. “24/7” Operation (**0 Points**)

Pass/Fail only.

6. Services Offered (**200 Points**)

Points will be awarded based on the offeror’s response to the minimum requirements set forth in the Hospital Funding Act at the Hospital/24 Hour Emergency Healthcare Facility, as well as on their anticipated expansion of services and/or facilities in the County in the future, as well as based on the extensiveness of the Offeror’s public information campaign to keep the governmental entities and public apprised of matters pertaining to the development, maintenance and operation of the hospital.

7. Capability and Agreement to Perform (**0 Points**)

Pass/Fail only.

8. Oral Presentation (**150Points**)

Points will be awarded based on the offeror’s presentation of their proposal and explanation of their approach to providing a sustainable hospital/24 hour emergency healthcare facility for Valencia County.

9. Campaign Contribution Disclosure Form (**0 Points**)

Pass/Fail only.

10. References (100 Points)

Points will be awarded based on the reference names and current contact information for at least three (3) governmental entities or private companies for which the offeror’s firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

11. Capital Improvements (150 Points)

Points will be awarded based on the total cost of Capital Improvements proposed and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Offeror's Proposed Capital Improvements}}{\text{Highest Capital Improvements}} \times 150$$

12. CMS Certification (0 Points)

**Pass/Fail only*

13. RESIDENT BUSINESS PREFERENCE (50 Points)

Points will be awarded based on Resident Business Preference Certificate issued by The State of New Mexico.

C. 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 Procurement Manager may contact the Offeror for clarification of its response to the Request for Proposals.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in this Request for Proposals.

4. Resident/Resident Veteran Preference

13-1-21 NMSA 1978 provides for preference for resident/resident veteran businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident veteran certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**HOSPITAL/24 HOUR EMERGENCY HEALTHCARE FACILITY FOR
VALENCIA COUNTY**

Valencia County RFP #VCR-FY19-004

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than May 8, 2019.

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
444 Luna Ave, Suite 100A
Los Lunas, NM 87031
Phone: (505) 866-2006
Fax: (505) 866-2424
E-mail: rustin.porter@co.valencia.nm.us

APPENDIX B



HEALTH CARE FACILITIES CONTRACT

This **HEALTH CARE FACILITIES CONTRACT** (the "Contract"), is entered into this ___ day _____ of 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico ("County") and _____; a _____ corporation located in _____, New Mexico ("PROVIDER").

WHEREAS, the County determined upon its own initiative to submit the question of the imposition of a mill levy of 2.75 mills (the "Mill Levy") to finance the cost of operating, maintaining and/or providing for a hospital/24 hour emergency healthcare facility to the registered qualified electors of Valencia County; and,

WHEREAS, the County submitted such question to the registered qualified electors of Valencia County at the November 7, 2006 General Election, as authorized by Section 4-48B-1 *et seq.*, NMSA 1978 (the "Hospital Funding Act");

WHEREAS, in said election, the voters approved the imposition of the Mill Levy by a vote of 14,245 in favor to 4,438 opposed; and,

WHEREAS, the State Department of Finance & Administration imposed the Mill Levy for the operation and maintenance of the Hospital Project pursuant to, and in accordance with, Section 4-48B-15 of the Hospital Funding Act for property tax year 2007; and

WHEREAS, the collection of the Mill Levy authorization expired after property tax year 2014, in accordance with its terms; and

WHEREAS, pursuant to the collection of funds received from the imposition and collection of the Mill Levy, the County has a total amount of \$25,848,442.37, including all interest accrued on the mill levy funds as of November 16, 2018 (the "Mill Levy Funds"); and

WHEREAS, PROVIDER determined that the creation of a hospital/24 hour emergency healthcare facility in Valencia County (the "Hospital Project") is needed and economically feasible; and,

WHEREAS, PROVIDER has developed an operational plan, construction schedule and financing mechanism for the Hospital Project; and,

WHEREAS, the County and PROVIDER are empowered by the Hospital Funding Act to enter into this Contract for purposes of operating and maintaining the Hospital Project in accordance with the provisions of the Hospital Funding Act; and

WHEREAS, the County and PROVIDER wish to execute and deliver this Contract to transfer the Mill Levy Funds from the County to PROVIDER for use in connection with the operation and maintenance of the Hospital Project pursuant to, among other provisions, Section 4-48B-3(G), NMSA 1978, Section 4-48B-7(A), NMSA 1978, and Section 4-48B-12, NMSA 1978, of the Hospital Funding Act.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the Parties agree as follows. Section 1: The Hospital Project.

SECTION 1. THE HOSPITAL PROJECT

1.1 Control of the Hospital Project: PROVIDER shall have exclusive jurisdiction and control of the Hospital Project and shall comply with the laws, rules and regulations of the United States and the State of New Mexico in taking any and all additional action to acquire, construct, operate, and maintain the Hospital Project.

1.2 Non-Discrimination Policy: Pursuant to the Hospital Funding Act, PROVIDER shall treat patients at the Hospital Project without regard to race, sex, religion or national origin.

1.3 Availability of Services; Description of Facilities: PROVIDER undertakes to provide nonsectarian professional medical services to the sick of Valencia County and such other persons as may legitimately require services. PROVIDER agrees to make the services and facilities identified in the Hospital Funding Act, NMSA 1978, Section 4-48B-3(G) (2003) available to the sick of Valencia County at the Hospital Project, including but not limited to:

- A. hospital facilities that admit and treat patients without regard to race, sex, religion or national origin;
- B. hospital facilities that include x-ray, laboratory services and a pharmacy or drug room;
- C. adequate emergency equipment, personnel and procedures, including:
 - i. a standby emergency power system;
 - ii. at least one person capable and authorized to initiate immediate lifesaving measures;
 - iii. facilities for emergency laboratory work, including, as a minimum, urinalysis, complete blood count, blood type and cross match; and

- D. facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases;
- E. adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics; and
- F. physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health;
- G. diagnostic radiographic facilities;

- H. Hospital facilities on a 24 hours emergency basis for both sick and injured; and
- I. A hospital that, at minimum, satisfies the requirements of Section 7.7..2.7(Z) NMAC 2018 (“[A]facility offering in-patient services, nursing, overnight care on a 24-hour basis for diagnosing, treating, and providing medical, psychological or surgical care for three or more separate individuals who have a physical or mental illness, disease, injury, a rehabilitative condition or are pregnant; use of the term “hospital” for any facility not duly licensed according to these requirements is prohibited; any acute care hospital shall have emergency services, inpatient medical and nursing care for acute illness, injury, surgery, and obstetrics; any limited services hospital shall have emergency services, inpatient medical and nursing care for acute illness, injury and surgery; ancillary services such as pharmacy, clinical laboratory, radiology, and dietary are required for acute-care or limited service hospitals.”)

1.4 Financial Operation: PROVIDER takes and assumes full and complete financial responsibility for the design, engineering, construction, and maintenance and operating costs of the Hospital Project, and may utilize any additional public and private funds as permitted under State and Federal law. PROVIDER may use any Mill Levy Funds transferred by the County for the purposes described in Section 2.3 of this Contract. PROVIDER shall be responsible for all losses arising out of the operation of the Hospital Project and shall receive the benefit of all profits arising out of the operation of the Hospital Project.

1.5 Financing Capital Improvements: PROVIDER shall develop and implement a capital finance plan to finance and develop the capital improvements necessary to complete the Hospital Project. PROVIDER, in its sole discretion, shall choose the site for the Hospital Project in the County.

1.6 Deadlines for Substantial Completion and Providing Services:

PROVIDER shall secure a Certificate of Substantial Completion of the Hospital Project from its

Architect/Engineer within thirty-six (36) months of the execution date of this Contract (“The Effective Date”). “Substantial Completion” means the Hospital Project is sufficiently complete so that PROVIDER may legally occupy the Hospital Project for its intended use, subject to any necessary regulatory approvals. PROVIDER will begin providing services to patients at the Hospital Project after Substantial Completion and on a date not later than thirty (30) days after it has obtained all regulatory approval(s) required for the Hospital Project. The date PROVIDER commences providing services is the Commencement Date. Failure to obtain substantial completion or to commence the provision of services within the time set forth in this Section shall be grounds for automatic termination of this Contract as provided in Section 4 of this Contract.

1.7 Private Control of Hospital Project: PROVIDER and the County agree that the Hospital Project will be exclusively developed, constructed, operated, maintained and managed by PROVIDER, or in its full control and discretion, and that the responsibilities of the County are limited to the payment of the Mill Levy Funds in accordance with the Contract. Nothing in this Contract is intended to apply the New Mexico Procurement Code (Section 13-1-28 *et seq.*, NMSA 1978), the New Mexico Open Meetings Act (Section 10-15-1 *et seq.*, NMSA 1978), the New Mexico Inspection of Public Records Act (Section 14-2-1 *et seq.*, NMSA 1978), or any other laws governing the operation of public bodies to the operation and maintenance of the Hospital Project, or to create circumstances so that the County is so entwined with PROVIDER that PROVIDER will become an alter ego of the County or otherwise impose substantial government involvement except as required by the Hospital Funding Act.

SECTION 2: THE MILL LEVY FUNDS

2.1. Transfer: Following PROVIDER's receipt of a Licensure from the New Mexico Department of Health and upon the Commencement Date, the County hereby agrees to transfer the "Mill Levy Funds" to PROVIDER for the purposes and uses more fully described in this Contract pursuant to the following schedule:

10 days from the Commencement Date	20% of Mill Levy Funds
1 Year Anniversary of Commencement Date	1/8 th of Balance of Mill Levy Funds
2 Year Anniversary of Commencement	1/7 th of Balance of Mill Levy Funds
3 Year Anniversary of Commencement Date	1/6 th of Balance of Mill Levy Funds
4 Year Anniversary of Commencement Date	1/5 th of Balance of Mill Levy Funds
5 Year Anniversary of Commencement Date	1/4 th of Balance of Mill Levy Funds

6 Year Anniversary of Commencement Date	1/3 rd of Balance of Mill Levy Funds
7 Year Anniversary of Commencement Date	1/2 of Balance of Mill Levy Funds
8 Year Anniversary of Commencement Date	Remainder of Balance of Mill Levy Funds

The Mill Levy Funds shall be held in a restricted account by the County until transferred to PROVIDER.

2.2 Use of Mill Levy Funds: Upon the transfer of the Mill Levy Funds to PROVIDER, PROVIDER shall use the Mill Levy Funds for the purpose of operation and maintenance the Hospital Project.

2.3 Extensions of Mill Levy: Further mill levy funding requests must be submitted to the County for approval pursuant to Section 4-48B-15, NMSA 1978.

2.4 Impermissible Uses: PROVIDER may not, under any circumstances, use Mill Levy Funds for any purposes other than the operation and maintenance of the Hospital Project. Use of Mill Levy Funds for capital expenditures, construction costs or any other expenditure not authorized herein shall be deemed an impermissible use of Mill Levy Funds and shall be grounds for termination of this Contract pursuant to Section 4.4(B) of this Contract and an action to recover funds expended in violation of this Contract.

SECTION 3: REPORTING REQUIREMENTS:

3.1 Reporting: Any reporting required or permitted under this Contract shall be in writing and shall be hand delivered or mailed to the County or PROVIDER, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses shown below (or at such other address as either party may specify to the other party in writing from time to time). Such reporting shall be deemed effective as of the date of mailing.

PROVIDER:
P.O. Box
City, State Zip

COUNTY: County of Valencia
Attn: County Manager
444 Luna Avenue
P.O. Box 1119

Los Lunas, New Mexico 87031

3.2 Annual Reporting: Pursuant to Section 4-48B-4, NMSA 1978, PROVIDER hereby agrees to prepare and provide one year after the Commencement Date and upon each anniversary of the Commencement date until the later of the termination of the Contract or until such time as all Mill Levy Funds are expended, an annual report that accounts for the expenditure of Mill Levy Funds for the prior year and an annual plan explaining the planned use of Mill Levy Funds for the succeeding year. PROVIDER shall also provide to the County, commencing one year after the Commencement Date and upon each anniversary of the Commencement Date for the duration of this Contract an annual report summarizing the number of patients served at the Hospital Project and the services offered at the Hospital Project for the prior year and the services anticipated to be provided in the succeeding year under the contract. These annual reports shall run from the first day of whatever month in which the Commencement Date occurs.

3.3 Annual Audit: PROVIDER hereby agrees to provide the County on an annual basis, within thirty (30) days of receipt, complete copies of its audited financial statements, detailing the financial condition of PROVIDER. PROVIDER shall provide the County with an annual balance sheet, personal and real property inventories, profit and loss statements, accounts receivable, accounts payable records, and other financial records bearing on the operation of the Hospital Project. The financial information shall be in sufficient detail to allow the County to appropriately analyze the fiscal status and management practices of the Hospital Project. The financial information shall be deemed a "public record" under the New Mexico Public Records Act (Section 14-3-1 *et seq.*, NMSA 1978) and the Inspection of Public Records Act (Section 14-2-1 *et seq.*, NMSA 1978). If PROVIDER designates any financial information and/or reporting provided to the County as trade secret information, pursuant to New Mexico's Trade Secrets Act, NMSA 1978, §§ 57-3A-1, *et seq.*, the County agrees to receive and maintain such information as confidential and to permit PROVIDER to defend and indemnify it against any request or claim for the disclosure of such designated information, including without limitation any claims made under the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-12-1, *et seq.* The parties agree that any information provided by PROVIDER to the County that is protected by the Trade Secrets Act, shall not be considered or treated by the County as a "public record" subject to inspection under the Inspection of Public Records Act.

3.4 Termination Event: The Parties hereby agree to report, in writing, the occurrence of any termination event noted in Section 4.4 of this Contract to the other party within (30) days of a party's knowledge of its occurrence.

SECTION 4: THE CONTRACT

4.1 Term: The term of this Contract shall commence on the date of approval by both parties and shall remain effective, unless otherwise terminated pursuant to the terms of this Contract or applicable law, until the final scheduled distribution of the mill levy funds as described in Section 2.1 *infra*. The term of this Contract shall also remain effective in accordance with any Automatic Renewals discussed in Section 4.2 of this Contract.

4.2 Termination: This Contract may be terminated for the following reasons so long as the party seeking termination follows the reporting requirements contained in Section 3.1 of this Contract.

- A. Termination Without Cause: Pursuant to Section 4-48B-5(J)(1), NMSA1978, this Contract may be terminated by the County without cause upon one hundred eighty days' (180) notice after the first three (3) years of the contract. However, pursuant to Section 4-48B-5(J)(2), NMSA 1978, this provision shall not apply during the portion of a lease term in which PROVIDER is obligated under the lease to make debt service payments on revenue bonds that finance all or part of the hospital or equipment for the hospital.
- B. Failure to Appropriately Use Mill Levy Funds: Pursuant to Section 2.4 of this Contract, the use of Mill Levy Funds for any purpose other than the operation and maintenance of the Hospital Project shall be deemed an impermissible use of Mill Levy Funds and shall constitute grounds for termination of this Contract.
- C. Failure to Secure a Certificate of Substantial Completion within Thirty-Six (36) Months: The failure to secure a Certificate of Substantial Completion within Thirty-Six (36) Months of the effective date of this Contract shall constitute grounds for automatic termination of this Contract.
- D. Failure to provide services to patients: Failure to provide services to patients on a date not later than thirty (30) days after it has obtained all regulatory approval (s) required for the hospital project shall constitute grounds for automatic termination of this Contract.
- E. Failure to Follow Reporting Requirements: Failure to report any of the information required under Section 3 of this Contract shall constitute grounds for termination of this Contract.
- F. Changes in Federal or State Law: Any change in Federal or State law that materially impairs the ability of PROVIDER or the County to perform the duties and obligations of this Contract shall constitute grounds for termination of this Contract.

4.5 Cure: The parties shall have thirty (30) days from the date of a party's written notice specifying the nature of the alleged termination event to cure such event. This Section shall not apply to the termination events set forth in Section 4.4(A), 4.4(C), 4.4(D) and 4.4 (F) of this Contract.

SECTION 5: INDEMNIFICATION; LIMITATION ON DAMAGES

5.1 Indemnification of County: PROVIDER hereby agrees to defend, indemnify, and hold harmless the County from and against any and all liabilities, claims, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs) incurred by the County in connection with all claims, actions and proceedings brought against

the County by third parties arising from alleged negligence of PROVIDER in the construction, operation and maintenance of the Hospital Project.

Within twenty days after receipt of a threat of any claim or a notice of the commencement or filing of any claim against which the County may be indemnified hereunder, the County shall give written notice thereof to PROVIDER. Failure to give or delay in giving such written notice shall not relieve the indemnifying party of any liability except to the extent that the defense or insurance coverage of such claim is prejudiced thereby. With regard to any claim for which the County seeks indemnification from PROVIDER, the County shall allow PROVIDER to have sole control of the defense and of all negotiations for settlement of such claim, except that no compromise or settlement thereof may be effected or committed unless such settlement or compromise (i) includes a full discharge and release of any and all liability for the County, (ii) does not involve any non-monetary, injunctive or other equitable relief entered against the County, does not require the County to do or to forbear from doing any act, and does not involve, require, or imply the admission of any wrongful act (whether civil or criminal) by the County, and (iii) is kept confidential pursuant to a confidentiality and non-disclosure agreement which shall be reasonably acceptable to the County, subject to the requirements of the New Mexico Inspection of Public Records Act. The County shall provide all reasonable assistance, at PROVIDERs request and expense, needed in the defense or negotiation for settlement of such claim. The County may also elect to participate in the defense of such claim at its own expense with counsel of its choice.

SECTION 6: MISCELLANEOUS

6.1 Binding Effect: Upon the execution of this Contract, the Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

6.2 Assignment: This Contract shall not be assigned by PROVIDER or the County to any other party.

6.3 Severability: If any term or provision of this Contract shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision or term shall be severed from the Contract and shall not affect the validity of the remainder of this Contract.

6.4 Applicable Law: The validity, construction and effect of this Contract will be governed by the law of the State of New Mexico, without regard to any conflicts of law provisions contained therein.

6.5 Amendment: This Contract may be amended only by a written instrument executed by the County and PROVIDER.

6.6 Further Assurances: PROVIDER and the County hereby agree to execute, acknowledge and deliver any documents and instruments and perform any additional acts that may be necessary, appropriate or advisable to carry out their respective obligations under this Contract.

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

6.7 Cost of Implementation: In the event this Contract is determined to be invalid or otherwise unenforceable, for any reason whatsoever, PROVIDER will make no claim against the County or any of its officers, agents, contractors or employees for any compensation for lost profits, costs or expenses incurred in proceeding with the implementation o the terms of the Contract.

6.8 Counterparts: This Contract may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof.

VALENCIA COUNTY

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Gerard Saiz, District I

David Carlberg, District II

David A. Hyder, District III

Charles D. Eaton, District IV

Jhonathan Aragon, District V

Attest:

Peggy Carbajal
Valencia County Clerk

PROVIDER

Name:

Title:

WITNESS my hand and seal this ___ day of _____, 2019.

STATE OF NEW MEXICO)
)ss.
COUNTY OF VALENCIA)

The foregoing instrument was acknowledged before me on _____, 2019, by _____.

Notary Public

My Commission Expires:

Attachment 1

Scope of Work

Contractor shall build, operate and maintain a hospital/24 hour emergency healthcare facility or 24 hour health care center in accordance with the Hospital Funding Act, and all applicable state and federal laws and regulations, and provide such additional services as identified in the Offeror's Proposal and detailed herein.

APPENDIX C

CAPITAL IMPROVEMENT FORM

**Valencia County RFP #VCR-FY18-011
Hospital/24 Hour Emergency Healthcare Facility for Valencia County**

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- 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.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil

Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2018

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Applicable elected public officials within the County of Valencia are Jhonathan Aragon; Charles Eaton; David Carlberg, Gerard Saiz and David Hyder; Assessor Beverly Dominguez; Clerk Peggy Carabajal; Probate Judge Jamie Goldberg; Sheriff Denise Romero and Treasurer Deseri Sichler.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX F

OUTPATIENT SERVICES CURRENTLY PROVIDED WITHIN VALENCIA COUNTY

Practice Area	Healthcare Provider	Phone	Address	City	Services
Audiology	Hear on Earth	(505) 247-3277	837 W Castillo Ave	Belen	hearing assessments and hearing aids
Audiology	Livingston Hearing Aid Center	(505) 916-5046	835 Main St SE Ste 102	Los Lunas	hearing assessments and hearing aids
Audiology	The Hearing Group of NM	505-916-5977	2060 Main St NE Ste. A	Los Lunas	hearing assessments and hearing aids
Dialysis	Central NM Kidney Center	505-866-9544	2800 Palmilla Rd NW	Los Lunas	Dialysis ~ Medicare accepted as well as Medicaid
Family Practice	Enchantment Healthcare	505-565-0070	1202 Main St. Ste A	Los Lunas	Family Practice, Dermatology
Family Practice	Rio Abajo Family Practice	505-565-4355	111 Sandoval Rd	Los Lunas	Family Practice
Family Practice	Roland Sanchez	505-864-7781	703 Christopher Rd	Belen	Family Practice
Family Practice, Outpatient Mental Health, Pediatrics, Women's Health	Presbyterian -	505-864-5454 505-866-2700	609 S. Christopher Rd 200 Emilio Lopez Rd	Belen and Los Lunas	Family Practice, Pediatrics, Behavioral, Internal Medicine, OBGYN
Family Practice, Outpatient Mental Health, Women's Health	First Choice Community Health Los Lunas and Belen	505-865-4618 505-861-1013	145 Don Pasqual NW 120 S. 9th	Los Lunas Belen	Family Practice, Free Teen Clinic 2-4 pm (STI/Preg testing), Family Planning, OBGYN on Monday. Behavioral Health, Suboxone, Diabetic Group Visits, My CD Classes, LGBTQ+ Friendly, INS Sign-up

Family Practice, Urgent Care	Southwest Medical Clinic	505-869-0300	2230 Bosque Farms Blvd.	Bosque Farms	Family Practice, Walk-In Clinic, Urgent Care, IV, advanced wound care,
Family Practice, Women's Health, Family Planning	Bellavida	505-916-5466	328 Main St.	Los Lunas	Family Practice, Families Fitfor Life Classes, Medi-Spa, Walk In Clinic - Check in by 7:30pm
Family Practice, Women's Health, Family Planning, Pediatrics	Los Lunas Family Practice	505-865-3373	127 Sandoval Rd	Los Lunas	Family Practice, Family Planning, Women's Health, Pediatrics
Hospice, Geriatric	Ambercare	505-861-0060	420 Main St	Belen	Hospice, Homecare, Respite care
Hospice, Geriatric	Heritage Home Healthcare and Hospice	505-262-6455	3721 Rutledge Rd NE	Based in ABQ, but serve Valenica County to Belen	Home Healthcare, Actvities of Daily Living, Hospice, Respite care,
Imaging	Assured Imaging	505-916-5912	1400 Main St. Ste. K	Los Lunas	Radiography, Ultra Sound, Bone Density Scanning, Digital Mammography
Outpatient Mental Health	Valle del Sol	505-865-3359	428 S. Los Lentes	Los Lunas	Comprehensive Communtiy Support Services, Assertive Community Treatment
Outpatient Mental Health	Integrated Healthcare of NM	505-916-0802	2235 Main St. Ste C	Los Luans	2 prescribing Dr.s
Outpatient Mental Health	Central NM Counseling	505-565-9496	475 Courthouse Rd	Los Lunas	11 Counselors, 1 male, no Psychologist or Psychiatrist
Podiatry	Dr. Tommy Roe	505-565-1155	1003 Main St.	Los Lunas	Podiatry
Rehabilitation, Geriatric, Tele-Health	Belen Meadows	505-864-1600	1831 Camino Del Llano	Belen	Residential Nursing Care, Short Stay, Respite Care, Rehab
Urgent Care	Urgent Care - Pres in Belen	505-864-5454	609 S. Christopher Rd	Belen	Urgent Care - Pres Members only. United Centinial accpeted.
Urgent Care, Imaging	Valencia Urgent Care	505-916-5151	311 S Los Lentes Rd	Los Lunas	Urgent Care, x-ray, ekg, mini-lab, IV, advanced wound care

Complete Spreadsheet can be found on the Solicitation Website which includes additional information for providers listed above at

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2fe293f2-53e6-4f47-b851-ad0da806982a>