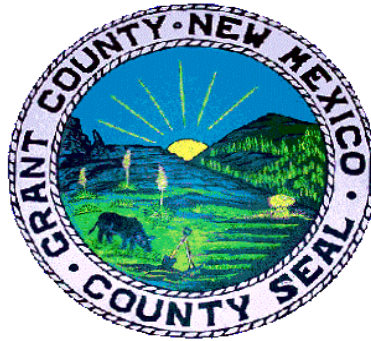


**GRANT COUNTY, NM**  
FOR THE  
**GRANT COUNTY REGIONAL DISPATCH AUTHORITY**



**REQUEST FOR PROPOSALS**  
**RFP NO: 21-02**

**COMPUTER AIDED DISPATCH SYSTEM**

**Release Date:** Monday, September 14, 2020

**Due Date/Time:** Friday, October 16, 2020, at 3:00 p.m. (Local Time)

**Purchasing Contact:** Randy J. Hernandez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, NM 88061  
Phone: 575-575-0016  
Email: rhernandez@grantcountynm.gov

**Commodity Code Class  
& Description:** 83845 – Emergency Radio/Telephone Systems

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### SEQUENCE OF EVENTS

	Action	Responsibility	Date/Time/Location
1	Issuance of RFP	County	09/14/2020
2	Pre-Proposal Conference & Location	County	09/22/2020, at 10:00 a.m. 2606 N. Silver St., Silver City, NM 88061
3	Notice to County of Intent to Propose ( <i>mandatory</i> )	Potential Offerors	09/25/2020, by COB
4	Proposal Question Deadline	Potential Offerors	09/29/2020, by COB
5	Response to Written Questions	County	10/06/2020, by COB
<b>6</b>	<b>Submission of Proposals</b>	<b>Offerors</b>	<b>10/16/2020, by 3:00 p.m. (Local Time)</b>
7	Proposal Evaluation	Evaluation Committee	10/19/2020 thru 10/23/2020
8	Selection of Finalists / Best and Final Offers	Evaluation Committee & Finalist(s)	10/23/2020
9	Proposal Presentations/Interviews ( <i>optional</i> )	Evaluation Committee & Finalist(s)	TBD
10	Contract Award	County	11/19/2020
11	Protest Deadline	Offeror(s)	12/03/2020
12	Contract Initiation	County & Contractor	12/04/2020

COB = Close of Business (County)

**Introduction:** The County of Grant is requesting competitive sealed proposals for the selection of a professional company to provide a Computer Aided Dispatch System (CAD) for the Grant County Regional Dispatch Authority (GCRDA).

The scope of this solicitation shall include planning, organizing and implementing the CAD System on the GCRDA supplied equipment, training all necessary GCRDA and service agency personnel, including technical support staff, in the use and operation of the system as well as providing technical support and maintenance upgrades. Data or file conversions will be required. The scope of this procurement also includes software and support services required for the installation and operation of the system, to include, but is not limited to software or additional software programs, data files, enhancements, modification(s), systems or control software, and utilities as well as software training, maintenance, support, documentation and any other professional services.

**Description:** A copy of this RFP can be obtained from Grant County’s website at [www.grantcountynm.gov](http://www.grantcountynm.gov) until the expiration date of this solicitation. It is incumbent upon the Offeror to check the website for additional information and/or addenda. The RFP can also be obtained from Randy J. Hernandez, Chief Procurement Officer, Grant County Manager’s Office, 1400 Highway 180 East, Silver City, New Mexico 88061. If you have any questions, please call (575) 574-0016 or email [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov).

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Proposal Due Date indicated above and must be delivered to the Purchasing Contact listed on the cover of this RFP. Proposals received after the due date and time **will not** be accepted.

## **Definition of Terminology:**

This section contains definitions and abbreviations that are used throughout this procurement document.

"**Agency**" or "**Purchasing Agency**" means the County, County of Grant and Grant County Regional Dispatch Authority

"**Base System**" means the assembly of an operational group of customer programs that will perform, without modification, a significant portion of the functional requirements contained in this RFP. The base system may include interfaces as well as contractor supplied third-party software required for the maintenance or operation of the system.

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the County of Grant, may also be referred to as "Purchasing Agent" or "Procurement Manager"

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

"**Contract Administrator**" means the individual designated by the Agency to administer the contract after it has been executed.

"**Contractor**" means a successful Offeror who enters into a binding contract.

"**Determination**" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"**Desirable**" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"**Evaluation Committee**" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"**Evaluation Committee Report**" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

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

"**Interface**" means the transmission of data that will allow for efficient and logical interaction with other systems.

"**Key Personnel**" means the staff provided by a Contractor or a Subcontractor with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"**Mandatory**" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). 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 Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"**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, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

## **Procurement Library**

New Mexico Procurement Code

<https://laws.nmunesource.com/w/nmos/Chapter-13-NMSA-1978#!b/a1>

Grant County Purchasing Policy

<https://grantcountynm.gov/departments/finance/purchasing/>

## SECTION 1 - INSTRUCTIONS

### 1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County has established a single point of contact throughout the procurement process. From the issue date of this RFP, until a successful Offeror(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with County personnel concerning this RFP or the evaluation process must be solely to the Purchasing Contact listed on the cover page of this RFP.

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of County Commission, County staff, GCRDA Board of Directors, or GCRDA staff on any matter having to do in any respect with this RFP other than outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the County as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any proposal. Offerors shall have no claim against the County for failure to obtain information made available by the County which the Offeror could have remedied through the exercise of due diligence.

### 2) PRE-RESPONSE INFORMATION AND QUESTIONS

Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Offerors are advised to rely only upon the contents of this RFP, its accompanying documents and any written clarifications or addenda issued by the County. If an Offeror finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Offeror is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Response Question Deadline indicated on the front of this document. *The County/GCRDA is not responsible for any oral instructions.*

### 3) RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the County. Potential Offerors must return the **mandatory** "Notice to County of Intent to Propose" Form (Appendix A) in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your company is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

### 4) PRE-PROPOSAL CONFERENCE

The date, time and location of the meeting (if any) are indicated on the Sequence of Events (page 2) this RFP. All Offerors are strongly encouraged to attend any scheduled meetings.

### 5) RESPONSE SUBMISSION

To be considered, the Response must be prepared in the manner and detail specified in this RFP.

- a. Due to COVID-19, responses must be submitted via email to Randy J. Hernandez, Chief Procurement Officer at [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov) before the date and time indicated as the deadline. It is each Offeror's responsibility to ensure that the Purchasing Contact receives its Response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays.
- b. Responses received after the above deadline will not be accepted. The County's email timestamp shall be the official time.
- c. The opening of a Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- d. Responses must have a subject title line as: **RFP 21-02 Submission, Offeror's Name**
- e. Submission of a Response establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the County's Procurement Policy and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by courier, telegraph, or facsimile will not be considered.

- h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Response will become the property of the County.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

6) **RESPONSE SIGNATURES**

An authorized official must sign the Response. Authorized signature represents binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.

7) **CONTRACT AWARD**

The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total RFP. The County may waive informalities if it is in the County's interest. The award shall be made to the responsive and responsible Offeror whose proposal is the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. Responses will be evaluated and assigned scores. The Offeror(s) to whom the recommendation to award is made will be notified at the earliest possible date. The County will then negotiate a contract with the top ranked Offeror for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Offeror within fourteen (14) days, then the County may recommend the next most responsive and responsible Offeror. Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Offeror's RFP does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Offeror has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Offeror non-responsive.

8) **RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

9) **DUPLICATE RESPONSES**

No more than one (1) Response from any Offeror, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

10) **WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

11) **REJECTION**

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

12) **PROCUREMENT POLICY**

Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.

13) **COMPLIANCE WITH LAWS**

The Offeror must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result. In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

**14) CONFIDENTIALITY**

It is understood by the Offeror and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Offeror has responded to a County RFP and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," the County agrees to notify Offeror of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Offeror provides the County with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

**15) NON-DISCRIMINATION**

The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Offeror must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Offeror must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**16) NO RESPONSE**

Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

**17) CONTRACT NEGOTIATION**

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Offeror within 30 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. There is no contract until the County's policies have been fulfilled.

**18) DISQUALIFICATION OF OFFERORS**

Any one or more of the following causes may be considered sufficient for the disqualification of an Offeror and the rejection of the Response:

- a. Evidence of collusion among Offerors.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**19) DISCUSSIONS**

Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of a Response to writing.

**20) SUBCONTRACTORS**

In an effort to promote supplier diversity, the County encourages Offerors to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County. The Contract will not be assignable to any other business entity without the County's approval.

**21) OFFEROR RESPONSIBILITIES**

The Offeror must be capable, either as a firm or a team, of providing all services as described under SECTION 2 and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Offeror must remain capable of providing all services as described under SECTION 2 and must maintain those capabilities until the agreement is successfully finished. The successful Offeror will be responsible for all services in this Response whether they are provided or performed by the Successful Offeror or

Subcontractor(s). Further, the County will consider the Successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Offeror must identify all Subcontractors and the Services they provide. The Successful Offeror is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

**22) COUNTY PARTICIPATION**

The County/GCRDA will provide appropriate personnel support for implementation of these agreements. The Offeror's Response should identify any County/GCRDA Full-Time Employees required and tasks to be performed by County personnel. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Offeror and will coordinate overall management and administration of the contract for the County.

**23) DISCLOSURE OF CONTENTS**

All information provided in the response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their Responses other than authorized by this RFP. An Offeror who shares cost information contained in its Response with other County personnel or competing Offeror personnel shall be subject to disqualification.

Offerors shall not be provided any information about other Responses or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

**24) PROPOSAL EVALUATION**

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may 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.

**25) PROTESTS**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. 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 County.

The protest must be delivered to the County Manager's Office, Chief Procurement Officer, 1400 Highway 180 East, Silver City, New Mexico 88061 within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted.

In the event of a timely protest under this section, the County shall not proceed further with procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Offeror has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**26) 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.

**27) 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**28) CHANGE IN CONTRACTOR REPRESENTATIVES**

The County reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

**29) NOTICE**

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

**30) COUNTY RIGHTS**

The County of Grant reserves the right to accept all or a portion of an Offeror's proposal.

**31) MULTIPLE AWARDS**

The County does not intend to make multiple awards; however, the County reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

**32) RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Offerors 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.

**33) OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Offeror wishing to retrieve copies of their proposal must do so within two weeks after the award.

**34) 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.

**35) STATUS OF SUCCESSFUL OFFERORS.**

The successful Offeror(s) is an independent contractor performing services for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the County.

The successful Offeror(s) acknowledges that all sums received under the resultant contract are personally reportable by him/her for income, self-employment and other applicable taxes.

**36) ASSIGNMENT/TRANSFER**

Assignment or transfer of this contract without written consent of County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.

**37) EXCISE AND SALES TAX**

The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.

**38) DEBARMENT, SUSPENSION, AND INELIGIBILITY**

By submitting a response to this Request for Qualifications, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.



**39) PROCUREMENT UNDER EXISTING CONTRACTS**

In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.

**40) RESPONSIBLE OFFERORS**

In accordance with NMSA 13-1-83 of the Procurement Code, Offerors to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in this Request for Proposals.

**41) CONTRACT TERM**

The County intends to enter into an initial one (1) year contract with the successful Offeror(s) for the services contemplated by this RFP. The County reserves the right to extend the contract, on an annual basis and by mutual agreement, for up to ten (10) years in duration, including all renewals and extensions as authorized by NMSA 1978 13-1-150. Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. Subsequent contract for the same services will be subject to a new RFP process and to the governing body approval as called for by law and County policies. The successful firm shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order or with an issuance of a Notice to Proceed.

**42) INSURANCE**

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The requirements are as follows:

- a. Professional Liability:
  - Minimum \$1,050,000.00 aggregate
- b. Workers Compensation:
  - Contractor shall comply with the provisions of the Worker's Compensation Act
- c. Increased Limits:
  - If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.
- d. Malpractice/Errors & Omissions Insurance (if applicable):
  - Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.
- e. Grant County Named as Additionally Insured:
  - This condition is required for all insurances requested except Professional Liability.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

*(Remainder of Page Intentionally Left Blank)*

## SECTION 2 - SPECIFICATIONS AND SCOPE OF SERVICES

### 1) INTRODUCTION

The purpose of this solicitation is to enter into a contract with a qualified company that will be ready and able to provide a Computer Aided Dispatch System with an accompanying Records Management and Jail/Evidence Management System for the GCRDA, if and when funding becomes available and the County/GCRDA is ready and willing to proceed.

### 2) BACKGROUND

The GCRDA serves multiple agencies as listed below (not exhaustive), some of which contain EMS public services:

Municipal	County	State	Federal	Other
Town of Silver City	Grant County	State Police	US Forest Service	Gila Regional Medical Center
Village of Santa Clara	Cliff Gila VFD	Dept. of Game and Fish		
City of Bayard	Fort Bayard VFD			
Town of Hurley	Lower Mimbres VFD			
	Pinos Altos VFD			
	Santa Rita VFD			
	Sapillo Creek VFD			
	Tyrone VFD			
	Whiskey Creek VFD			

### 3) SCOPE OF SERVICES

The GCRDA seeks a Computer Aided Dispatch System with an accompanying Records Management and Jail/Evidence Management System to be utilized in a consolidated dispatch environment. Training for GCRDA staff in the use and maintenance of the software is required and successful Offeror will provide operation manuals. Offerors solution must integrate with the GCRDA's current virtualized infrastructure in regard to servers, networking and secure remote access from the field units. Offeror's will submit detailed specifications of their proposed solution as required for optimal use. Only proven base system software products will be considered.

### 4) DETAILED SPECIFICATIONS

CAD/RMS/JMS Software features should include:

- AutoSave for field units in CAD/RMS remote sessions
- Stand-alone or web-based accessibility to field units via tablet, PC or laptop
- Touch navigation user interface for field units
- Auto-fill/Auto-populate information mechanism built in; field units should not be required to copy/paste
- Integration into existing Vesta 9-1-1 System (RS-232 Connection)
- File/photo attachment for RMS/CAD
- Single entry, centralized search capability – combining all known data on subject, object or location with a single sign on
- Must adhere to current Criminal Justice information System (CJIS), NCIC (National Crime Information Center) and NLETS security policies regarding sensitive data access and dissemination
- Customizable menu's for CAD and RMS, per user
- Granular user access controls suited for a multi-agency deployment
- CAD to CAD Interfaces (for use with other systems at other PSAP's)
- Data Replication (or similar function) allowing access to other secondary databases
- Associations & Affiliations Mapping (analytical module)
- Pin Mapping for incidents, persons & events (analytical module)
- Response Plans Modules
- Seamless form and form field upgrades when needed (preferably free of cost)
- Conversion of existing Master Name File Only-legacy call and report data will not be converted
  - All products for the agencies must be from the same software vendor. The GCRDA is extremely interested in obtaining products and services from a singular vendor that can provide the most components in one system. Proposals should describe the core system components included (RMS/CAD/JMS/Fire/Mobile/Mapping).

**SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS**

**1) EVALUATION CRITERIA**

An Evaluation Committee will evaluate all responses; the following factors will be considered in making the selection of the qualified Offerors with one thousand (**1,000**) maximum possible points. A description of each section is listed below.

**PROGRAM AND IMPLEMENTATION PLAN 300 POINTS**

Offerors will provide, in as much detail as possible, a schedule of time frames, milestones, installation deadlines, quality control, testing processes, training schedules and criteria for completion of the project. Please utilize the tentative award date from “Sequence of Events” as reference. If you are unable to meet these time parameters, please provide the timeframe best suited to your company’s abilities. This Section should provide detailed information related to your product(s) and provide details on which modules are separate, interfaced or inter-relational should include:

- Core System and Modules: Detailed information on the core system and its included components. Specify all modules by name and function
- Versions and Life Cycles: Provide the current version, release date, lifecycle and end-of-life date for the core system, each module, any third party solution and any Operating System or database software used by the proposed system.
- Technical Requirements: Describe technical requirements and technical environment for the use of your software. Provide information on what REDA will need to provide in order to utilize your proposed system. Provide Minimum software specifications for networking and security, server, database and client required to install and run the application. Specify and physical requirements, including space needs, electrical power, etc. and installation timeframes.
- Unique Features or Services Included: Identify any unique or distinctive features in your system that differentiates your product from competitors’ products.

Training: Provide training time frame requirements for all staff assignments. Identify what form of training is given. Provide description of training support that will be provided on site when going live with the new system and how this support will be provided. Identify any costs associated with training (note: all training costs should be outlined in the cost proposal)

**EXPERIENCE IN THE FIELD 150 POINTS**

Offeror must have a minimum of fifteen (15) years of experience providing consolidated LEO/FIRE/EMS/Detention dispatch CAD systems with experience in a county or local government setting being preferred. Offerors must describe, in narrative format, how they meet this requirement. Offerors should also provide evidence of their level of success of past performance providing Computer Aided Dispatch System services within a Dispatch setting, that being in a county or local government setting preferred.

**COST CONTROL & CONTAINMENT 150 POINTS**

Offeror must list previous/current contracts with agency information, original contract amount, and any and explanations for additional contract funding, other than that allowed at contract renewal time, in the past five (5) years. Offerors must also describe in this section their company-wide efforts to contain cost and their planned approach to local cost containment. At a minimum, this should address how the Offeror will coordinate with GCRDA to bring utilization management, continuous quality improvement and risk management practices together to maximize services while producing a financial savings to GCDRA. Offeror’s must use the following format when addressing this section.

Agency	Original Contract Amount	Year 2 Renewal Amount ----- Explanation for Increase	Year 3 Renewal Amount ----- Explanation for Increase	Year 4 Renewal Amount ----- Explanation for Increase
--------	--------------------------	--	--	--

**PAST RECORD OF PERFORMANCE 100 POINTS**

Offeror should describe, in narrative form, any prior experience they have performing similar services in the State of New Mexico. Offerors should also describe either (1) the unique challenges encountered (if they have prior experience within the state) or (2) the unique challenges they expect (if no prior experience within the state) and how those challenges (1) were dealt with (including description of results) or (2) will be dealt with. At a minimum these challenges shall include cultural and resource issues. Additional points will go to those offerors with prior experience in the state in all sub-portions of this response area.

The Evaluation Committee also may consider past performance of the Offeror on other contracts with the County or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Offeror based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information. A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

**LOCAL RESOURCES USE****50 POINTS**

Offeror should describe, in narrative form, their planned efforts for the utilization of local resources to the maximum extent practicable.

**PROFESSIONAL ORGANIZATION ASSOCIATION****50 POINTS**

Offeror should provide a list of organizations they are accredited by and a list of local and national public safety organizations they belong to as well as their type and level of participation in the activities of each of those organizations.

**COST****200 POINTS**

Offeror must complete and submit the Cost Response Form, Appendix C, providing proposed cost for accomplishing the services called for herein. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

The proposed cost MUST include:

- Software License fees or costs
  - Base System – software
  - Customization required or proposed addressing Section 2 “Specifications and Scope of Services”
  - Additional modules required or proposed addressing Section 2 “Specifications and Scope of Services”
  - 3<sup>rd</sup> party software, if any, required for the operations of system.
- Technical and User Documentation
- Installation/Conversion/Integration costs
- Training, including training manuals and all other costs as described in Section 2 “Specifications and Scope of Services”
- Maintenance costs per year for the following:
  - Existing Software
  - Updates to supplemental files
  - Revisions to documentation
  - Utilities
  - New functionality
- Technical Support/Customer Service, per year
- Other Costs (Must be described in detail)
- Unlimited phone technical support for technical staff.
- Customization Costs shall be detailed on an attached sheet of paper by item and cost for each base system modification.

Consulting: The consulting and other value added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses for consulting (if needed) must be thoroughly described.

**Submittal Letter**

The Offeror shall submit a formal transmittal letter on *official company letterhead* that contains the Offeror’s general interest and capability to perform. It shall also include a brief summary of any information that you feel might be especially important to the County. Include a declaration of acknowledgement of the proposal response life of at least one hundred twenty (120) calendar days from the solicitation due date. Include a statement of acceptance of all terms and conditions of the RFP or state any conditions that are not accepted the reasons for non-acceptance. Include the name, title, address, telephone number, fax number and e-mail address; this contact person will be used for any questions regarding your proposal. An authorized representative must sign this letter.

**Contractual Considerations**

Conditions or Exceptions to the Sample Contract. All commercial, technical, legal or other conditions or exceptions relating to the provisions of the RFP and the draft Agreement must be explicitly stated in this section of the proposal. Offerors should be aware that any conditions or exceptions are made solely at the risk of the Offeror and the County reserves the right to reject proposals containing any unacceptable conditions or exceptions. Offerors shall use this section to discuss guarantees and warranties that the Offeror will offer the County and the risks it is willing to take.

**Resident Business/Resident Veteran Business Preference**

The County will award an additional fifty (50) points (1,000 x 5%.) to a resident business OR one hundred (100) points (1,000 x 10%.) to a resident veteran business that has annual gross revenues of up to three million (\$3,000,000.00) in the preceding tax year as outlined in sections 13-1-21 thru 13-1-22 NMSA 1978. The Resident Business/Veteran Business Preference Certification Form (Appendix D) must be completed. The County will not award Offerors both a resident business preference and a resident veteran business preference.

**Oral Presentations/Interviews**

It is at the discretion of the Evaluation Committee to hold oral presentations/interviews with the Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposals. If oral presentations/interviews are held, the oral presentations/interviews will be based on re-evaluation of the above criteria.

The Evaluation Committee may recommend an award based on the results of the ranking without oral presentations/interviews. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may 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.

**Best and Final Offers from Finalists**

Finalist Offerors may be asked to submit revisions to their proposal for the purpose of obtaining best and final offers by the date indicated on the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

**Proposal Presentation by Finalists**

Finalist Offerors may be asked to present their proposal to the Evaluation Committee. The Procurement Manager will schedule the date, time, and location for each finalist Offeror presentation.

*(Remainder of Page Intentionally Left Blank)*

## 2) PROPOSAL FORMAT REQUIREMENTS

### a) NUMBER OF COPIES

One (1) email submission containing no other material than the entire Response must be submitted.

### b) RESPONSE FORMAT

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of the Offeror to follow the required format may at the sole discretion of the County, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity and completeness are essential. Your proposal should be as clear and concise as you can make it while still providing the Evaluation Committee with the information addressing the requirements in each of the categories stipulated in the RFP.

### c) MAXIMUM PAGE LIMITATION AND EXCLUSIONS

Proposals shall not exceed twenty (20) pages in length. Proposals exceeding the maximum page limitation will be rejected and will not be evaluated. The page limitation will only be increased by addendum.

The following pages will be *excluded* from being counted as part of the maximum page limitation:

- Front and Back Covers
- Title Page
- Table of Contents
- Page Dividers
- Mandatory Forms
- The Agreement, Insurance Certification form, other certifications, and any contractual considerations

### d) PROPOSAL ORGANIZATION

The proposal must be organized in the following manner. All Offerors should adhere to the format shown below; use of this format will help expedite our review process. All items must include the information requested in Section 2.

1. Submittal Letter
2. Program Implementation Plan
3. Experience in the Field
4. Cost Control and Containment
5. Past Record of Performance
6. Local Resources Use
7. Professional Organization Association
8. Cost
9. Required Forms
10. Contractual Considerations (if any)

*(Remainder of Page Intentionally Left Blank)*

## **SECTION 4 – REQUIRED FORMS & SAMPLE CONTRACT**

### **FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:**

Appendix A – Notice to County of Intent to Propose (*Due 09/25/2020*)

Appendix B – RFP Response Form

Appendix C – Cost Response Form

Appendix D – Resident Business/Resident Veteran Business Preference Form

Appendix E – Campaign Contribution Disclosure Form

Appendix F – Certification of Offeror/Bidder Regarding Debarment

Certification Regarding Lobbying

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

Trade Restriction Certification

Appendix G – Sample Contract

Note: Failure to complete and submit Appendices B thru F with your response may result in it being deemed as non-responsive and may be rejected without further evaluation.

*(Remainder of Page Intentionally Left Blank)*

Appendix A

**NOTICE TO COUNTY OF INTENT TO PROPOSE**

**RFP 21-02: Computer Aided Dispatch System**

The undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form by the date and time listed herein. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP addenda that may be issued. Responses submitted without this form on file will be rejected as non-responsive.

This mandatory form must be returned on, or before, **09/25/2020** by **5:00 p.m.** (Local Time), to:

Randy J. Hernandez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, New Mexico 88061  
Email: rhernandez@grantcountynm.gov  
Phone: 575-574-0016 Fax: 575-574-0073

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
*Printed Name & Title*

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

---

**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES** intend to respond to this RFP    **OR**    \_\_\_\_\_ Firm **DOES NOT** intend to respond to this RFP

**Authorized Signature:** *Signature of person authorized to sign for your firm.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*Appendix B*  
**GRANT COUNTY, NM**  
**RFP RESPONSE FORM**

Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation. The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Policy, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Procurement Policy.

**NON-COLLUSION:**

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. performance and payment bond).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

State of \_\_\_\_\_  
County of \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_ (SEAL)

**COST RESPONSE FORM**  
**RFP 21-02: Computer Aided Dispatch System**

OFFEROR NAME: \_\_\_\_\_

*State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed by the County.*

**1) Software License Fees/Costs** \_\_\_\_\_

- Base System – Software, Customization Required/Proposed, Additional Modules Required/Proposed, 3<sup>rd</sup> Party Software (if any)

Fee(s): \$ \_\_\_\_\_

**2) Technical and User Documentation Costs** \_\_\_\_\_

Fee(s): \$ \_\_\_\_\_

**3) Installation/Conversion/Integration Costs** \_\_\_\_\_

Fee(s): \$ \_\_\_\_\_

**4) Training** \_\_\_\_\_

Fee(s): \$ \_\_\_\_\_

**5) Yearly Maintenance Costs** \_\_\_\_\_

- Existing Software, Updates to Supplemental Files, Revisions to Documentation, Utilities, New Functionality

Fee(s): \$ \_\_\_\_\_

**6) Yearly Technical Support/Customer Service** \_\_\_\_\_

Fee(s): \$ \_\_\_\_\_

**7) Other Costs** \_\_\_\_\_

- Must be described in detail (attach sheet)

Fee(s): \$ \_\_\_\_\_

**8) Customization** \_\_\_\_\_

- Costs for customization shall be detailed on an attached sheet of paper by item and cost for each base system modification.

Fee(s): \$ \_\_\_\_\_

**9) Consulting** \_\_\_\_\_

- The consulting and other value added service hourly rates or costs shall be listed separately by type of service
- Travel and lodging expenses for consulting (if needed) must be thoroughly described.

Fee(s): \$ \_\_\_\_\_

**TOTAL PROPOSED COST: \$** \_\_\_\_\_

*(Total cost to perform the above items and Scope of Work, not including tax.)*

**AMOUNT WRITTEN IN WORDS:** \_\_\_\_\_

**RESIDENT BUSINESS/VETERAN BUSINESS PREFERENCE CERTIFICATION**

Offeror's Name: \_\_\_\_\_ hereby certifies the following concerning application of the Resident Business or Resident Veterans Business Preference to this RFP as described in sections 13-1-21 thru 13-1-22 NMSA 1978.

**Resident Business/Veteran Business Certificate No:** \_\_\_\_\_

\_\_\_\_\_ I declare that my company is eligible to receive the **New Mexico Resident Business Preference** of five percent (5%), equivalent to fifty (50) points, towards my proposal evaluation.

OR

\_\_\_\_\_ I declare that my company is eligible to receive the **New Mexico Resident Veterans Business Preference** of ten percent (10%), equivalent to one hundred (100) points, towards my proposal evaluation.

OR

\_\_\_\_\_ I declare that my company is not eligible to receive the either of the preference percentages.

**Certification:**

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

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

**Authorized Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or Page 2 of 3 DFA Disclosure form/April, 2006 unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

GRANT COUNTY, NM

CAMPAIGN CONTRIBUTION DISCLOSURE OF CONTRIBUTIONS

Board of County Commissioners

Chris M. Ponce, District 1  
Javier Salas, District 2  
Alicia Edwards, District 3  
Gerald W. Billings, Jr., District 4  
Harry Browne, District 5

Elected Officials

Marisa Castrillo, Clerk  
Raul Turrieta, Assessor  
Mary Ann Sedillo, Probate Judge  
Steve Armendariz, Treasurer  
Frank Gomez, Sheriff

Contribution made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) made: \_\_\_\_\_

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

OR

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

*Appendix F*

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (  ) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1. The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3. who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Appendix G*  
*SAMPLE CONTRACT*  
**Grant County, NM**  
**Computer Aided Dispatch Services Contract**

THIS AGREEMENT is made and entered into by and between the Grant County Regional Dispatch Authority, hereinafter referred to as "GCRDA" and \_\_\_\_\_, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the governing body of the entity.

**1. Scope of Work.**

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

**2. Compensation.**

- A. GCRDA shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of]\_\_\_\_\_dollars (\$\_\_\_\_\_) [per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.)], such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by GCRDA to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). 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 GCRDA 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, Scope of Work. All invoices MUST BE received by GCRDA 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 GCRDA 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 GCRDA 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, GCRDA 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.**

This Agreement shall terminate twelve (12) months from contract approval date 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 ten (10) years by mutual agreement, 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 sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, GCRDA'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 GCRDA 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 GCRDA 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 GCRDA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- B. Termination Management. Immediately upon receipt by either GCRDA 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 GCRDA; 2) comply with all directives issued by GCRDA in the notice of termination as to the performance of work under this Agreement; and 3) take such action as GCRDA shall direct for the protection, preservation, retention or transfer of all property titled to GCRDA 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 GCRDA upon termination and shall be submitted to GCRDA as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the GCRDA Board of Directors, Board of County Commissioners and any other funding sources identified by GCRDA for the performance of this Agreement. If sufficient appropriations and authorization are not made by the appropriate governing bodies, this Agreement shall terminate immediately upon written notice being given by GCRDA to the Contractor. The GCRDA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If GCRDA 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 GCRDA and are not employees of GCRDA. 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 GCRDA 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 GCRDA 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 GCRDA.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this

Agreement without the prior written approval of GCRDA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from GCRDA. 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 GCRDA 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 GCRDA.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of GCRDA 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 and 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/GCRDA employee while such employee was or is employed by the County/GCRDA and participating directly or indirectly in GCRDA'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/GCRDA; (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 or GCRDA, a member of the family of a public officer or employee of the County or GCRDA, or a business in which a public officer or employee of the County or GCRDA, or the family of a public officer or employee of the County or GCRDA 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 or GCRDA 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 or GCRDA whose official act, while in County or GCRDA's employment, directly resulted in the County's or GCRDA'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/GCRDA.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which GCRDA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to GCRDA 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 GCRDA and notwithstanding anything in the Agreement to the contrary, the County/GCRDA may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

**13. Amendment.**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If GCRDA proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Sixth Judicial District Court in Grant 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. Worker's Compensation.**

The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's 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 GCRDA, the Department of Finance and Administration, and the State Auditor. GCRDA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right GCRDA to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

GCRDA 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 GCRDA harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by GCRDA 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 GCRDA 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 GCRDA 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.**

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. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to GCRDA 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 GCRDA. 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 on behalf of GCRDA shall retain the right to request the removal of any of the Contractor's personnel at any time.

**26. Limit of Liability.**

The contractor's liability to GCRDA 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 GCRDA'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.

**27. 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

**28. Succession.**

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

**29. 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.

**30. 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.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon GCRDA until it is executed by GCRDA and the Board of County Commissioners and have agreed to the necessary appropriations to complete finance the purchase contemplated by this Agreement. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. 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 be entitled to an award of attorneys' fees and court costs.

**33. 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.

**34. Incorporation and Order of Precedence.**

Request for Proposals 21-02 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).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

- A. The contractor shall defend, at its own expense, GCRDA 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 GCRDA based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse GCRDA for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, REDA 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, acting on behalf of GCRDA, 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 GCRDA through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon GCRDA. 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. Termination For Failure to Comply with County's Tax Reduction Policy.**

Without limiting the rights and remedies available to GCRDA 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 GCRDA may terminate this Contract.

**39. Future Reference (Post Review).**

Upon completion of all work and the contract is over, there will be a review of all work done by the Contractor and/or any sub-contractors to be kept on file by GCRDA for future use to help ensure GCRDA picks the best potential Offerors and Awardees.

**40. Default**

GCRDA reserves the right to cancel all or any part of any orders placed under this contract without cost to GCRDA, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by GCRDA due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless GCRDA shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under 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:

**Grant County Regional Dispatch Authority**

Barbara Schalkofski, Executive Director  
2606 N. Silver Street, Silver City, NM 88061

With copy to:

**Grant County, NM**

Randy Hernandez, Chief Procurement Officer  
1400 Highway 180 East, Silver City, NM 88061

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.**

**CONTRACTOR: [     ]**

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

**GRANT COUNTY REGIONAL DISPATCH AUTHORITY**

By: \_\_\_\_\_  
Barbara Schalkofski, Executive Director

Date: \_\_\_\_\_

**APPROVAL OF PROCURMENT AGENCY:  
GRANT COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chris Ponce, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Randy J. Hernandez, Chief Procurement Officer

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Marisa Castrillo, County Clerk

Date: \_\_\_\_\_