

REQUEST FOR PROPOSALS (RFP)

CIBOLA COUNTY

DETENTION CENTER

Professional Consulting Services



RFP# FY2016-05-02

Release Date: May 19, 2016

Due: June 13, 2016 4:00 p.m. MDT

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I. INTRODUCTION

GENERAL INFORMATION

Cibola County invites written proposals from those individuals and/or firms to provide Professional Consulting Services. Proposals should include demonstrated experience and knowledge of Office of the Federal Detention Trustee (OFDT) Audits to assist Cibola County Detention Center to successfully maintain the adult detention standards audits and inspections.

SCOPE OF WORK

Assist the Cibola County Detention Center in the Deployment of Detention:

- 1) Administration and Management; •
- 2) Health Care; •
- 3) Security and Control; •
- 4) Food Service; •
- 5) Staff and Detainee Communications; •
- 6) Safety and Sanitation;
- 7) Services and Programs; •
- 8) Workforce Integrity;
- 9) Detainee Discrimination;
- 10) After Action Review Program •
- 11) Duty Officer Program •
- 12) Emergency Preparedness Program •
- 13) Security Officer Program •

Local Contractor preferred.

Offerors must:

- o ·Provide in depth knowledge with OFDT and Adult Detention Standards and provide documents that comply with OFDT and Adult Detention Standards
- o ·Provide weekly and on-going inspections as mutually agreed upon and meet weekly with leadership staff
- o •Assist with training and development
- o • Assist with development and tracking of a scorecard process
- o ·Provide monthly reports of the Detention Center progress to the County Manager
- o ·Provide an Annual Inspection and Report to the County Manager
- o ' Assist with Management interviews

TERM

The Contract will be for one (1) year and may be extended upon agreement of the Parties for up to three one (1) year agreements but not to exceed a total of four (4) years, if requested by the County Manager. The Term shall commence on TBD and will terminate on _____

PROCUREMENT OFFICER

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

Name: Frances R Medina, CPO
Address: 515 W. High Street
Grants, N.M. 87020

All deliveries of responses via express carrier must be addressed as follows:

Name: Frances R Medina, CPO

Reference: **RFP#** FY2016-05-02
Address: Cibola County Managers Department
515 W. High Street
Grants, N.M. 87020

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

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates (Subject to Change)
1. Issue RFP	Department/Division	Release May 27, 2016
2. Distribution List	Procurement Officer	JUNE 10, 2016
3. Pre-Proposal Conference	Procurement Officer	There will NOT be a pre-proposal conference
4. Deadline to submit Questions	Potential Offerors	MAY 31, 2016
5. Response to Written Questions	Procurement Officer	June 3, 2016
6. Submission of Proposal	Potential Offerors	JUNE 13, 2016 4:00PM MDT
7. Proposal Evaluation	Evaluation Committee	JUNE 15, 2016
8. Selection of Finalists	Evaluation Committee	TBD
11. Finalize Price Agreements	Procurement Officer/ Finalist Offerors	TBD
12. Price Agreement Awards	Procurement Officer/ Finalist Offerors	TBD
13. Protest Deadline	Procurement Officer	Up to 15 days from the date of the final signature of the contract

EXPLANATION OF EVENT

1. Issuance of RFP

This RFP is being issued on behalf of Cibola County.

2. Distribution List Response Due

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer by 3:00 pm MDT on JUNE 13, 2016.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization nameshall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference **will not** be held.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until May 31, 2016 at 3:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer.

5. Response to Written Questions

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

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON June 13, 2016 Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

6. Proposals must be addressed and delivered to the Procurement Officer at the address listed on page 5 of this RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the PROFESSIONAL CONSULTING SERVICES & RFP# FY2016-05-02. Proposals submitted by facsimile, or other electronic means, will not be accepted. The Procurement Office business hours are Monday-Friday 8-12 and 1-5 with the exception of all observed government holidays.

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

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Sandoval County reserves the right to hold interviews to aid in determining a potential finalist.

8. Selection of Finalists

The Evaluation Committee will select and the finalist Offerors will be notified as stated in the Sequence of Events or as soon as possible.

9. Finalized Contracts

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

10. Price Agreement Awards

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

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

11. Protest Deadline

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

Frances R Medina, CPO
515 W. High Street
Grants, N.M. 87020

Protests received after the deadline will not be accepted.

GENERAL REQUIREMENTS

12. Acceptance of Conditions Governing the Procurement

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

13. Incurring Cost

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

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

14. Subcontractors

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

15. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

16. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Officer and signed by the Offeror's duly authorized representative.

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

17. Proposal Offer Firm

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

18. Disclosure of Proposal Contents

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

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

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

19. No Obligation

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

20. Termination

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

21. Sufficient Appropriation

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

22. Legal Review

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

23. Governing Law

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

24. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement will be available on the Sandoval County website at www.sandovalcounty.com.

25. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the State of New Mexico Procurement Code [Section 13-1-1 to 13-8-1]. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP with an Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

26. Offeror's Terms and Conditions

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

27. Contract Deviations

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

28. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

29. Right to Waive Minor Irregularities

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

30. Change in Contractor Representatives

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

31. 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.

32. Agency Rights

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

33. Right to Publish

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

34. Ownership of Proposals

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

35. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Cibola County and the Procurement Officer.

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

36. 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.

37. Use of Electronic Versions of this RFP

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

38. New Mexico Employees Health Coverage

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

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

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

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

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

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

39. Campaign Contribution Disclosure Form

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

40. Disclosure Regarding Responsibility

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

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

Taxes are considered delinquent if both of the following criteria apply:

- a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- d) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

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

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

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

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

41. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required

under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

NUMBER OF RESPONSES

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

NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) identical copies (4 total) of their proposal and one (1) electronic version of the proposal containing both Binders and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

All proposals must be submitted as follows:

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

1. Proposal Content and Organization

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

Section 1:

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications with the exception of cost
- e) Response to Terms and Conditions
- f) Offeror's Additional Terms and Conditions

Section 2:

- a) Completed Cost Response Form
- b) Campaign Contribution Form
- c) Resident Vendor or Resident Veteran Certificate (If applicable)
- d) Resident Veterans Preference Certification (If applicable)
- e) Signed Employee Health Coverage Form (If applicable)
- f) Signed Conflict of Interest Affidavit

g) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Section #2 on the cost response form.

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

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

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

2. Letter of Transmittal

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

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

IV. SPECIFICATIONS

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