



**REQUEST FOR PROPOSALS (RFP)**

**To Use and Manage Roosevelt County Enterprise Center**

**RFP#2018-04**

Released: Nov. 13, 2017

**Proposal Submittal Due Date: Dec. 5, 2017 at 2 p.m.**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Roosevelt County invites written proposals from non-profit organizations in need of use of two (2) large offices located in the Roosevelt County Enterprise Center in exchange for providing management services relating to the Roosevelt County Enterprise Center to be performed on behalf of the Roosevelt County Board of Commissioners.

### **B. SCOPE OF WORK**

The individual/firm will work with the County Manager in providing management services for Roosevelt County at the Roosevelt County Enterprise Center located at 100 S. Avenue A, Portales, New Mexico 88130. In exchange for providing this service, the individual/firm shall be granted free use of two (2) offices located in the front of the Roosevelt County Enterprise Center along with access and use of the large conference room, and such other rooms as the individual/firm may need to use from time to time. The successful individual/firm shall be granted a master key to the premises and shall be responsible for day to day management of the Roosevelt County Enterprise Center.

The summary of services required is as follows:

- Actively manage the Roosevelt County Enterprise Center by showing available office space to prospective tenants;
- Prepare written tenant contracts for tenants within the Roosevelt County Enterprise Center collecting rent from the tenants and responding to tenants' day to day needs or concerns about maintenance or other similar issues at the Roosevelt County Enterprise Center;
- Hire and be responsible for paying a commercial cleaning service to clean and maintain the sanitary condition of the Roosevelt County Enterprise Center at all times;
- Pay and be responsible for monthly utilities at the Enterprise Center, routine day to day maintenance costs, except that County shall be responsible for maintenance related to the elevator and shall further be responsible for all major maintenance or repairs such as to the roof, structure, or plumbing;
- The firm shall be entitled to collect and use rental proceeds received including room rentals to offset building maintenance and utility costs;
- Schedule and coordinate the use/rental of the conference room, and learning rooms located in the basement of the facility;
- Tenant shall keep a complete and accurate record of all monies received and expended in operating the County Enterprise Center;
- Comply with pertinent property management standards as set forth in the applicable Uniform Administrative Requirements and the Code of Federal Regulations in 13 CFR 314;

- Provide annual reports to the Roosevelt County Commission relating to the operation of the Roosevelt County Enterprise Center;
- Provide updates as requested by the County Manager regarding operations at the Roosevelt County Enterprise Center;
- Provide the vision, leadership, and direction to generate a healthy economy for Portales and Roosevelt County by engaging in economic development opportunities that benefit the citizenry and improve the overall economic health and quality of life in Roosevelt County;
- Demonstrate an ability to retain and expand existing industry and business;
- Demonstrate an ability to generate new business including retail business;
- Work to encourage the growth of Eastern New Mexico University;
- Demonstrate an ability to encourage the ties to Cannon Air Force military personnel and families and promote living and doing business in Portales and Roosevelt County, New Mexico.

**C. SCOPE OF PROCUREMENT**

The scope of procurement consists of providing management services for the County at the Roosevelt County Enterprise Center on a contractual basis. The duration of the contract resulting from this RFP shall be for one (1) year from the date of award. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon ninety (90) days written notice. Any price increases for subsequent years must be submitted to the Roosevelt County Purchasing Department no later than ninety (90) days prior to a renewal term. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of any contracts is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals. This procurement will not result in a single source award.

**D. PROCUREMENT OFFICER**

1. Roosevelt 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: Toni Williamson, Certified Procurement Officer  
 Address: Roosevelt County  
 109 W. First St.  
 Portales, NM 88130  
 Telephone: (575) 356-5307  
 Fax: (575) 356-8307

Email: finance@rooseveltcountry.com

2. **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 on behalf of the Roosevelt County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Officer be considered properly submitted.

## **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means Roosevelt County.

“**Award**” means the final execution of the contract document.

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

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” or “**Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.

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

“**County**” means the County of Roosevelt, State of New Mexico.

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

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**“Evaluation Committee”** means a body appointed by County management to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means 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.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

**“Local Public Body”** means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

**“Mandatory”** – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Procurement Officer”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency of the County”** means the department or other subdivision of the County of Roosevelt that is requesting the procurement of services or items of tangible personal property.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (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 means an offer 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.

**“Sealed”** means, in terms of a non-electronic submission, in that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposals. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

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

New Mexico Procurement Code

<http://public.nmcompcomm.us/nmnxtadmin/NMPublicLink.aspx?jd=ch%2013>

Roosevelt County Purchasing and Procurement Policy

<http://www.rooseveltcountry.com/wp-content/uploads/2013/06/2017-27-Approving-the-Roosevelt-County-Policy-Governing-Purchasing-and-Procurement.pdf>

Roosevelt County Board of Finance Investments and Deposits Policy

<http://www.rooseveltcountry.com/wp-content/uploads/2013/06/2016-46InvestmentPolicy.pdf>



## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>B. Action</b>	<b>Responsible Party</b>	<b>Date</b>
1. Issue RFP	Procurement Officer	Nov. 13 2017
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	Nov. 20, 2017
3. Deadline to submit Questions	Potential Offerors	Nov. 27, 2017
4. Response to Written Questions	Procurement Officer	Nov. 29, 2017
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>Dec. 5, 2017(Tues.) 2:00 p.m.</b>
6. Proposal Evaluation	Evaluation Committee	Dec. 5-6, 2017
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Dec. 7-8, 2017
9. Contract Negotiations (if needed)	Finalist Offeror/County	Dec. 11, 2017
10. Contract Awards*	Finalist Offeror/BCC*	Dec. 19, 2017
11. Protest Deadline	Offerors	Jan. 3, 2018

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

### C. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

#### 1. Issuance of RFP

This RFP is being issued on behalf of Roosevelt County on Nov. 13, 2017.

#### 2. Acknowledgement of Receipt

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 2:00 PM MST or MDT as indicated in the sequence of events.

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 name shall not appear on the distribution list.

**3. Pre-proposal Conference**

There will NOT be a mandatory pre-proposal conference held for this RFP.

**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 2:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I. D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**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 described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.rooseveltcountry.com>.

**6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHTTIME ON DEC. 5, 2017. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the To Use and Manage the Roosevelt County Enterprise Center and 2018-04 and marked "DO NOT OPEN". Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Proposals will not be opened prior to the deadline. Pursuant to NMSA 1978, § 13-1-116, 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. Awarded in this context means the final required County signature on the contract(s) resulting from the procurement has been obtained.

**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.

**8. Notification of Finalists**

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. Only one finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

**9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A. Sequence of Events or as soon as possible.

**10. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement(s), the BCC must approve the contract(s) during a public meeting as per the schedule in Section II. A. Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Office.

The contract(s) shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Roosevelt County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate County approval.

**12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15<sup>th</sup> 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 party listed below. The protest must be delivered to:

Protest Manager  
109 W. First St.  
Portales, NM 88130

Protests received after the deadline will not be accepted.

## **D. GENERAL REQUIREMENTS**

### **1. 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 in Section V of this RFP.

### **2. 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.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the County which may derive from this RFP. The County will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the County before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

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

### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request 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.

## **7. Proposal Offer Firm**

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

## **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the 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:
- B. 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.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 §57-3A-1 to 57-3A-7.
  - 3. PUSE AGREEMENT NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer 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.

## **9. No Obligation**

This RFP in no manner obligates Roosevelt County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

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

## **15. Contract Terms and Conditions**

Any contract between the County and an offeror will follow the format specified by the County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the County reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror(s). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract.

## **16. 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 County. The County may or may not accept the additional language, at the County's sole discretion. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of a potential Offeror(s) 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 NMSA 1978, §13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

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

## **20. Notice of Penalties**

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

## **21. County Rights**

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

## **22. Ownership of Proposals**

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

## **23. 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 the County.

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

## **24. 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. (See also Section II.B.47, Response to Written Questions).

## **25. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

## **26. New Mexico Employees Health Coverage**

- A. 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 twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. 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://www.insurenemexico.state.nm.us/>.
- D. 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.

**27. Non-collusion:** Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

**28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, 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 County Commissioner Dennis Lopez, Matthew Hunton, Gene Creighton, Paul Grider, or Lewis “Shane” Lee; Sheriff Malin Parker, Treasurer Layle Sanchez, Assessor George Beggs, Clerk DeAun Searl, Probate Judge Michelle Bargas. Failure to complete and return the signed unaltered form will result in disqualification.

**29. Letter of Transmittal**

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company.

**30. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**A. New Mexico Business Preference**

**B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**\*An agency shall not award a business both a resident business preference and a resident veteran business preference.**



### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall deliver five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “Original” on the front cover and shall contain original signatures.

#### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ 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.

##### **Technical Proposal (Binder):**

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary/Cover Letter
- Proof of Insurance
- Copy of Business License
- Response to Contract Terms and Conditions
- Offeror’s Additional Terms and Conditions
- Response to Specifications
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

## IV. SPECIFICATIONS

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

### A. INFORMATION

#### 1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

#### 2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

#### 3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.7, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

### B. MANDATORY REQUIREMENTS

#### 1. Prior Building Management Experience (150 Points)

- a. Organization's history, years in business, number of employees, organizational chart, legal form of business organization
- b. Short bio on people directly expected to work directly with Roosevelt County
- c. Management experience of building similar to Enterprise Center

#### 2. Approach to Scope of Work (150 Points)

- a. Referencing the Scope of Work listed under Section B, provide a detailed approach to fulfill the requirements of this RFP

#### 3. Capability and Agreement to Perform (0 Points)

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

#### 4. General Qualifications, Knowledge, and Community Service Focusing on Economic Development (100 points)

- a. Activities provided by the individual and/or firm that support community or economic development in Portales and Roosevelt County
- b. At least 5 years of related experience

c. Non-profit status as a 501(c)3 non-profit corporation is preferred, but is not required

**5. Communications, Reporting, Attendance, and Availability (75 points)**

- a. Demonstrated history of responsiveness to governmental clients
- b. Ability to meet personally with the Roosevelt County Manager on an as-needed basis
- c. Favorable history of meeting reporting requirements

**C. BUSINESS SPECIFICATIONS**

**1. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIXD. The form **must** be completed and must be signed by the person authorized to obligate the company.

**2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIXB)

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Institutional Experience	150
IV.B.2	Approach to Scope of Work	175
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	General Qualifications	100
IV.B.5	Communications/Reporting	75
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
TOTAL		500

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.A.1 through V.C.3, below, as indicated.

### B. INTERVIEWS

Based upon the initial evaluation and ranking, offerors may be invited to attend interviews on a date to be announced. Offerors selected for an interview will be notified as soon as possible.

### C. NEGOTIATIONS

County reserves the right to seek clarification of each proposal, and the right to negotiate the final contract(s) which are in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the offeror(s) with the highest ranked proposal(s) shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the offeror with the next highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

## **D. EVALUATION FACTORS**

### **1. Letter of Transmittal**

Pass/Fail only. No points assigned.

### **2. Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

### **3. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, §13-1-21 (as amended).

#### **A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

#### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

## **E. EVALUATION PROCESS**

1. An Evaluation Committee selected by the Procurement Officer will review, evaluate and rank the proposals.
2. All Offerors' proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
3. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. D.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**

**REQUEST FOR PROPOSAL**

To Use Agreement and Manage Roosevelt County Enterprise Center  
2018-04

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 2:00 PM Nov. 20, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Toni Williamson, Certified Procurement Officer  
2017-03  
Roosevelt County  
109 W. First St.  
Portales, NM 88130  
E-mail: [finance@rooseveltcountry.com](mailto:finance@rooseveltcountry.com)

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**



## **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 (2) 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 (2) 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

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

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

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

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**SAMPLE CONTRACT**

## USE AND MANAGEMENT AGREEMENT

**THIS USE AGREEMENT** is made and executed this \_\_\_ day \_\_\_\_\_, 2017, by and between Roosevelt County, a political subdivision of the State of New Mexico, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Contractor”.

### RECITALS

**WHEREAS**, County is the owner of the building and property located at 100 S Avenue A, Portales, New Mexico, commonly referred to as the Roosevelt County Enterprise Center, including all storage and parking areas related thereof hereinafter referred to as the “**Premises**”; and

**WHEREAS**, County has issued RFP 2017-04 requesting management services for the **Premises**, and Contractor has submitted its response which was evaluated and determined by County to be the most appropriate and beneficial response to Roosevelt County; and,

**WHEREAS**, County desires to Use Agreement the **Premises** to Contractor for the purpose of managing and operating the same for senior services as set forth in the County’s RFP2017-04 for residents of Roosevelt County; and,

**WHEREAS**, the parties desire to enter into this Use Agreement defining each Party’s rights, duties and liabilities relating to the **Premises**.

**NOW, THEREFORE**, in consideration of the purposes set forth above and for value received, the parties agree as follows:

1. **Demise of Premises**: Subject to the terms and conditions set forth herein, County does hereby let, Use Agreement and demise unto Contractor and Contractor Use Agreements from County, the **Premises**.

**Term of Use Agreement**: The team of the contractual Use Agreement resulting from this RFP shall be for one (1) year effective on the date this Agreement is approved by the New Mexico State Board of Finance. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon ninety (90) days written notice. Any price increases for subsequent years must be submitted to the Roosevelt County Purchasing Department no later than ninety (90) days prior to a renewal term. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract. Contractor shall, upon termination of this Use Agreement or any extension hereof, vacate and return possession of the property to County. In the event Contractor shall hold over or otherwise fail to give County possession of the property, County shall have the right to physically take possession of the property and remove Contractor and Contractor’s employees and property from the **Premises**.

Contractor shall not have any rights as may exist under New Mexico law including but not limited to the Landlord Tenant Act.

2. **Rent and Consideration:** Pursuant to New Mexico State law, County must contract the **Premises** to Contractor at fair market value. In lieu of payment of rent to County, in part or in total, Contractor agrees that it shall provide, with no charge to the County, those services set forth in this agreement, which County acknowledges are of value to the citizens of Roosevelt County. In addition to the services as set forth in Paragraph 4, and as additional compensation to County, Contractor shall actively manage the Enterprise Center as is more fully described in, and shall by December of 2017 and each additional year thereafter submit a report detailing information on the number of types and services that were provided by Contractor.

The New Mexico Legislature has established, in §4-38-13.2 NMSA 2016 that:

“the Legislature finds that without the daily contributions and efforts of the thousands of worthwhile non-profit organizations dedicated to the sick and indigent persons in communities throughout New Mexico, the state would be inundated with constant requests for health, human and social services, that it does not have revenue or resources to provide. The Legislature finds that it is in the best interests of that population, as well as for all residents and tax payers, that consideration be extended as real value recognition of the indispensable part the services contribute to the fabric of Life in New Mexico.”

Contractor agrees to make available to County, its employees, agents or designees, upon reasonable request, all data, reports, and records kept by Contractor. County also reserves the right to request additional information as may be necessary after its receipt and review of said documents.

In the event, at any time during this use agreement, that the services provided by Contractor change or should Contractor not provide the services set forth in paragraph forth above. Contractor shall make up the rental shortfall by paying the County monetary rent or through the provision of additional in-kind services if the parties so agree. The parties agree to negotiate in good faith over the way(s) in which the Contractor shall make up any rental shortfall.

3. **Services to be provided and use of Premises:** Contractor shall:
  - Actively manage the Roosevelt County Enterprise Center by showing available office space to prospective tenants;
  - Prepare written tenant contracts for tenants within the Roosevelt County Enterprise Center collecting rent from the tenants and responding to tenants’ day to day needs or concerns about maintenance or other similar issues at the Roosevelt County Enterprise Center;
  - Hire and be responsible for paying a commercial cleaning service to clean and maintain the sanitary condition of the Roosevelt County Enterprise Center at all times;

- Pay and be responsible for monthly utilities at the Enterprise Center, routine day to day maintenance costs, except that County shall be responsible for maintenance related to the elevator and shall further be responsible for all major maintenance or repairs such as to the roof, structure, or plumbing;
- The firm shall be entitled to collect and use rental proceeds received including room rentals to offset building maintenance and utility costs;
- Schedule and coordinate the use/rental of the conference room, and learning rooms located in the basement of the facility;
- Tenant shall keep a complete and accurate record of all monies received and expended in operating the County Enterprise Center;
- Comply with pertinent property management standards as set forth in the applicable Uniform Administrative Requirements and the Code of Federal Regulations in 13 CFR 314;
- Provide annual reports to the Roosevelt County Commission relating to the operation of the Roosevelt County Enterprise Center;
- Provide updates as requested by the County Manager regarding operations at the Roosevelt County Enterprise Center;
- Provide the vision, leadership, and direction to generate a healthy economy for Portales and Roosevelt County by engaging in economic development opportunities that benefit the citizenry and improve the overall economic health and quality of life in Roosevelt County;
- Demonstrate an ability to retain and expand existing industry and business;
- Demonstrate an ability to generate new business including retail business;
- Work to encourage the growth of Eastern New Mexico University;
- Demonstrate an ability to encourage the ties to Cannon Air Force military personnel and families and promote living and doing business in Portales and Roosevelt County, New Mexico.

4. **Accountability of Services:** As a governmental entity, County is unable to donate or provide use of the building or any other County asset without receiving compensation for the market value of the **Premises**. County and Contractor acknowledge that Contractor shall be performing services that are needed and are of benefit to the citizens of Roosevelt County and, which services, if not provided by Contractor, Roosevelt County would have to provide or pay others to provide in order to meet the needs of the citizens of Roosevelt County. As a result, Contractor shall include with the annual reports required in paragraph 3 of this Use Agreement, detailed information on the number and types of services that were provided. County may also request and Contractor agrees to provide County with a copy of any and all monthly reports maintained by Contractor pursuant to this provision of the Agreement. Furthermore, Contractor shall maintain copies of all said documents for a period of six (6) years after the termination of this Agreement and/or any extension hereof.

5. **Condition of Premises and Repairs:** Contractor acknowledges that it has used and is occupying the **Premises** under a prior agreement with the County. Contractor is aware of the overall condition of the **Premises** and structures thereon. County shall be responsible for

maintenance related to the elevator, fire suppression system, and shall further be responsible for all major maintenance or repairs such as to the roof structure or plumbing. Contractor shall pay and be responsible for monthly utilities at the Enterprise Center and routine day-to-day maintenance costs.

Other than the conditions set forth hereinabove, no representation or warranty as to the condition or repair of the **Premises** has been made by County, and, at the expiration of the term of the use agreement or any renewal or extension thereof, Contractor will yield up peaceably said **Premises** to County in as good order and condition as when the same was entered upon by the Contractor, reasonable use and wear excepted. Contractor shall be entirely responsible for maintaining both the interior and exterior of the buildings and be responsible for the costs of any and all repairs which may become necessary in conjunction with their use of the building, and the surrounding property owned by County, whether they are structural, mechanical, or otherwise. It is the intent of the parties that County shall in no way be responsible for any maintenance or repairs on the building or surrounding property herein referred to as the **Premises** whatsoever during the terms of this use agreement.

6. **Termination Upon Damage:** If the **Premises** are so badly damaged by fire or other cause, or any contingency beyond County's control, as to render the building wholly unfit for occupancy by Contractor, and if the building cannot be restored with reasonable diligence within thirty (30) working days after commencement of actual work, then this use agreement may be terminated by either party within a period of sixty (60) days after the disaster and written notice to the other party. Contractor shall surrender the **Premises** and shall not be liable further for rent or occupancy in the event of termination under this provision. In case that damage by any of the above causes does not render the **Premises** unfit for occupancy, the **Premises** shall be restored with all reasonable speed and the remaining use agreement provisions shall remain in full force and effect.
7. **Assignment and Subletting:** Contractor will not sublet the **Premises**, nor allow others to occupy the same, nor assign this use agreement for any of the medical or healthcare services under this Use agreement, nor transfer it in any manner without prior written consent of the County.
8. **Independent Contractor.** Contractor is, and at all times throughout the term of this Contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor



accomplishes and performs its services. Nevertheless, Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

Contractor represents that it has, or will secure, at its own expense, all personnel require in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

Contractor's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) Contractor is able, during the Term hereof, to perform services for other parties; and (ii) Contractor may perform for its own account other professional services outside the scope of this Contract.

9. **Alterations, Additions and Improvements:** Other than as noted and set forth in paragraph 6 hereof, Contractor shall not make, cause to be made, construct or allow others to make, construct or cause any alterations, additions or improvements in or about the **Premises** without prior written notice to County and County's written consent and then only with the express condition that any and all alterations, additions and improvements shall be done at Contractor's expenses and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations and that no liens of mechanics, material men, laborers, architects, artisans, contractors, sub-contractors, or any other lien of any kind whatsoever shall be created against or imposed upon the **Premises**, or any part thereof. Contractor shall indemnify and hold harmless County from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against County or against the **Premises** on account of or arising out of any alterations, additions or improvements.
10. **Ownership of Alterations, Additions and Improvements:** Unless otherwise set for the herein, all alterations, additions and improvements shall be made at Contractor's expense, and whether attached to the walls, floors or **Premises** or not, shall, unless otherwise agree by the parties in writing, belong to the County and shall merge with and become a permanent part of the **Premises**, and any and all interest of the Contractor there shall immediately vest in County. No such alterations, additions and improvements shall be removed from the **Premises** by Contractor without the written permission of County.
11. **Utility and Other Charges:** Contractor shall ensure that all utilities and other services, of whatever nature, are in Contractor's name and, shall promptly pay all utility and other charges of whatsoever kind and nature, including charges for electrical, gas, garbage, telephone and other services plus all other occupation fees, such as janitorial services, or charges which may become payable or which are incurred in connections with Contractor's use of the **Premises**.

12. **Holdover**: Contractor covenants and agrees to deliver up and surrender possession of the **Premises** to County at the termination of this use agreement, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this use agreement, and in as good condition and repair as shall be required of Contractor during the term hereof, excepting only natural wear and decay which cannot reasonable be attested by regular repair and maintenance. In no event shall any Holdover by Contractor exceed six (6) months after termination.
13. **Taxes and Other Assessments**: Contractor shall be responsible for all taxes and assessments which have been or may be levied upon the **Premises**.
14. **Insurance**: County shall maintain a property insurance policy to cover the premises against damage, injury, or loss, with County being named as the sole beneficiary there under. This policy shall remain in full force and effect at all times during the term of this Use agreement and any extension thereof. Contractor shall be solely responsible for any and all payments, charges or assessments with regard to said insurance and extended coverage insurance upon all buildings, fixtures and other improvements on the **Premises**.
15. **Environmental Liability**: Contractor shall fully comply with all applicable local, state or federal environmental law, rules and regulations applicable to Contractor's use or occupancy of the **Premises**. Contractor covenants and agrees that Contractor shall not commit or permit any spills of hazardous materials or any other conditions which may endanger the environment and will not dump hazardous materials onto the ground or into the sewer. Contractor shall keep and store hazardous materials in proper containers and shall not keep more hazardous materials on the **Premises** than required by Contractor's normal business operations.
16. **Default of Contractor**: In the event of a major breach of the terms of this Use agreement, which for purposes of this paragraph shall be defined as failing to provide the services pursuant to the terms of this Use agreement; failure to provide insurance as provided during the term of this Use agreement; change in the hours of operation of the **Premises** defined in this use agreement; or failure to comply with any other terms of this use agreement that creates an immediate threat of harm, injury, loss or liability to the County, County can terminate this use agreement upon thirty (30) days written notice given to Contractor. Any such demand given shall allow Contractor to cure the breach to avoid termination of this Use agreement.

Any other action or conduct by Contractor that constitutes a breach of any term of this use agreement may allow for termination by County upon County given Contractor sixty (60) days written notice that Contractor is in default, and upon Contractor's failure to cure such default within said sixty (60) days from the date of such notice. Upon termination of the use agreement upon default, Contractor shall be under no further obligation for rent or otherwise to County.

17. **Embodiment of Agreements between the Parties**: This Use Agreement incorporates all of the agreements, covenants and understandings between the parties hereto and all such covenants, agreements, and understandings, written or oral, have been merged into this written Use Agreement.

18. **Notices:** Any notices provided for concerning this Use Agreement shall be in writing and shall be deemed sufficiently given when served personally or sent by first-class U.S. Mail when sent to the respective address of each party as set forth in this Use Agreement.

If to the County:  
Roosevelt County Administration  
109 W. 1<sup>st</sup> Street  
Portales, NM 88130  
Attn: County Manager

If to the Contractor:  
NAME  
ADDRESS  
ADDRESS  
Attn:

19. **Amendments:** This Use Agreement shall not be altered, changed or amended except by instruments in writing executed by the parties hereto. No Amendments shall be effective until/unless approved by the New Mexico State Board of Finance.

20. **Severability:** The invalidity, unlawfulness or unenforceability of any part, clause, provision or condition of this Use Agreement shall not affect any other of the provisions hereof, which shall be effective as though the invalid, unlawful or unenforceable provision had never been contained herein.

21. **Governing Law:** This Use Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of New Mexico. Jurisdiction and venue for any action involving this Use Agreement shall be in the District Court of Roosevelt County, New Mexico.

22. **Binding Effect:** This Use Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto, their agents, employees, heirs, personal representatives, administrators, assigns, and successor in interest.

23. **Review Records:** The County reserves the right to review the annual audited financial statements and any other financial records deemed necessary of the Contractor. The Contractor shall provide this information to the County within thirty (30) days upon request.

24. **Board Member:** The County is entitled to have at least one (1) board member, representing the County, on the Contractor's board of directors and the County Manager shall serve as a *x-officio* non-voting member of the Board.

25. **Appropriations.** The terms of this Use Agreement are contingent upon sufficient appropriations and authorization being made for/by County for the performance of this Use Agreement. If sufficient appropriations and authorizations are not made by/to the County this Use Agreement shall terminate upon written notice given by County to Contractor. The County's decision as to whether sufficient appropriations and authorizations exist, shall be accepted by Contractor and shall be final.

26. This Use Agreement and any amendments are contingent upon and shall not be valid until approval by the New Mexico State Board of Finance.

**IN WITNESS WHEREOF**, the parties hereto have executed this Use Agreement in the day and year first above written.

**“COUNTY”:**        **COUNTY OF ROOSEVELT**

By: \_\_\_\_\_  
Amber Hamilton  
Roosevelt County Manager

**“CONTRACTOR”:**        \_\_\_\_\_

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

**APPROVED AS TO LEGAL SUFFICIENCY:**

\_\_\_\_\_  
COUNTY ATTORNEY

**APPENDIX D**  
**LETTER OF TRANSMITTAL FORM**

**APPENDIX D**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2015  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX E**  
**RESIDENT VETERANS CERTIFICATION**

## **New Mexico Preference Resident Veterans Certification**

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended).**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
  
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
  
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_ (Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.