



Request for Proposal (RFP)

ITB No. 2021-06
Health Care Services for the Roosevelt County Health Clinic

Released: May 16, 2021

Proposal Submittal Due Date: June 1, 2021 at 2 p.m.

The Board of County Commissioners of Roosevelt County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified offerors for providing health care services for the Roosevelt County Health Clinic, located at 1515 W. Fir, Portales, NM 88130.

To be responsive, one (1) original and four (4) identical copies of the proposal in three-ring binders and one (1) electronic version must be received no later than June 1, 2021 at 2:00 p.m. Mountain Time at the Roosevelt County Administration Office, located at 109 W. First, Portales, New Mexico.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Roosevelt County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Roosevelt County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Roosevelt County Procurement Officer Liliana Rivera immediately for clarification and/or consideration of an addendum.

Proposals may be mailed or hand delivered to Roosevelt County Administration, 109 W. First, Portales, NM 88130.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

Liliana Rivera
Purchasing Agent/
Procurement Officer
Phone – 575.356.5307
lrivera@rooseveltcountry.com

PURPOSE/GOAL

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.”

Roosevelt County is requesting proposals from a qualified offeror to provide medical and dental services primarily to the residents of Roosevelt County, New Mexico and the surrounding area. The County will enter into a contract with the successful offeror to use/or manage the County’s building and property located at 1515 W. Fir, Portales, New Mexico without payment of rent in exchange for providing and to offset the cost of providing the health care services listed in the RFP. The successful proposal will demonstrate an outstanding record of performance in operating public health care clinics in an area with a population of approximately 20,000. The health care provider will be required to furnish all of the appropriate equipment and operational supplies that are necessary to render the patient services mentioned in this RFP and the submitted proposal. The selection will be based upon the qualifications and experience of the offeror. The health care provider must be licensed in New Mexico to conduct business and must maintain all necessary licenses and permits required by Federal and State rules and regulations. A minimum of five (5) years’ experience in operating clinics of this type is required. In addition, the proposal must contain proof of malpractice, workers compensation and general liability insurance.

Roosevelt County prefers the offeror provide services for a minimum of forty (40) hours per week, however, if the offeror cannot provide a full-time clinic, the offeror must state the hours of operation in the proposal. The offeror shall provide appropriate medical screening examination to anyone seeking treatment for a medical condition, regardless of citizenship, legal status, or their ability to pay. The offeror shall make available health care financial assistance programs to patients with limited income seeking financial assistance.

SCOPE OF WORK

Offeror must provide health care services that include, but is not necessarily limited to:

A) MEDICAL

- 1) Acute medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 2) Chronic medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 3) Minor emergent/urgent care medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 4) Pediatric care
- 5) Prenatal and postpartum care
- 6) Laboratory services
- 7) Radiology referral services to include diagnostic imaging. These services will be reviewed on a case by case basis depending upon the need of the patient
- 8) Gynecology services that emphasize annual pap and pelvic examinations, breast and cervical cancer screening, etc.

B) DENTAL:

- 1) The offeror shall provide routine dental care such as cleanings, x-rays and dental services for minor emergency (e.g. abscesses, root canals, extractions, dentures, denture repair and/or replacement).

C) PREVENTATIVE SERVICES

- 1) Immunizations
- 2) Routine physicals
- 3) Wellness exams

*The floor plan for the Roosevelt County Health Clinic is included in the RFP.

MONETARY CONSIDERATIONS

Roosevelt County has obtained a current appraisal on the property at 1515 W. Fir, Portales, New Mexico where the 16,541 sq. ft. Health Care Center is situated. The appraised annual rental value of the premises is \$240,000 per year or \$20,000 per month. In lieu of compensating offeror for providing the services requested, County shall allow offeror to use the premises to provide the services identified in this RFP. Offeror shall acknowledge in entering into a contract with County that said offset of rent is sufficient consideration. The services which are to be provided by the offeror, as set forth in the scope of work are of value to the residents of Roosevelt County in the amount in excess of \$240,000 per year. In addition to the services set forth, offeror shall also repair and maintain the premises, pay for utilities and provide liability insurance.

Offeror shall, by the end of March, June, September and December of each year, submit to the County a statement itemizing the amount and description of the service provided during that period together with the costs for repairs, maintenance and insurance of the building and grounds. County also reserves the right to request additional information as may be necessary after its receipt and review of said documents. Should the annual value of offeror's services, repairs, maintenance and insurance costs not equal or exceed \$240,000 for the previous year, offeror shall make up said shortfall through the provision of additional services as agreed to by the parties. Should the value of such services exceed annual rental value, the amount of such excess shall be credited against offerors' services for the current or future years (if applicable); provided, however, that County shall not, under any circumstances, be obligated to reimburse offeror or otherwise be liable for the value of any non-cash services provided by offeror in excess of annual rental value.

PROPOSAL CONTENTS

1. Qualifications and experience of the health care provider and the proposed staff in the field of medicine. Offerors must include a list of the personnel that will be working in the clinic along with the qualifications and experience of each person. This should include a minimum of one nurse practitioner with the appropriate supporting staff.
2. Experience with public health care clinic operations and certifications in an area with a population of approximately 20,000. This shall include a detailed listing of the type of experience the offeror has in operating a clinic during normal business hours.
3. Past record of performance, including the capacity and capability to perform the necessary services.
4. Monetary considerations – Medical charges to patients and operation options proposed for the benefit of the taxpayers of Roosevelt County. This should include a complete business plan including financial data necessary to successfully run the clinic.
5. Plan for operating the clinic and services to be provided, including proposed normal business hours and any and all emergency hours.

REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and four (4) identical copies (5 total) in three-ring binders of their proposal and one (1) electronic version of the proposal containing all sections 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.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal for the Project. See deadline noted in Sequence of Events.** This form may be hand-delivered, returned by electronic mail, registered mail, certified mail, or any other type of carrier by the

deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed fifteen (15) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

EVALUATION CRITERIA

- | | |
|---|-------------------|
| 1. Qualifications and experience of offeror and staff
(Proposal Contents, page 5, #1) | 20 Points |
| 2. Experience with public care health clinic operations including the operational plan and services to be provided.
(Proposal Contents, page 5, #2) | 40 Points |
| 3. Feasibility of the business plan to operate a successful clinic in the area. Does their plan fit with the needs of the patients within the County?
(Proposal Contents, page 5, #3) | 20 Points |
| 4. Monetary considerations to patients and Roosevelt County. Is the plan realistic to provide success to the Offeror and County to sustain the clinic and services needed?
(Proposal Contents, page 5, #4) | 20 Points |
| Maximum Evaluation Score | 100 Points |

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Roosevelt County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offerors until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Roosevelt County.
2. Method of Award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.

LICENSE AND SAFETY CODE REQUIREMENTS

The health care provider will be required to obtain any and all permits, licenses and registrations, as may be necessary, for it to use the premises, as well as for providing services in said premises. Offeror shall be responsible to ensure that the premises, at all times during the term of this Agreement, meet and/or exceeds all applicable rules and regulations and all health and safety code requirements

County shall have the right to have its Safety Director, Facilities Maintenance Superintendent or other Representative of the County enter and do a walk-through of the premises at any given time and inspect the same to ensure that offeror's use of the premises is consistent with the terms and conditions set forth herein.

EQUIPMENT AND SUPPLIES

The health care provider will be required to furnish all of the appropriate equipment and operational supplies that are necessary to render the patient services mentioned in this RFP and the submitted proposal.

CONDITION OF PREMISES AND REPAIRS

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 this agreement or any renewal or extension thereof, offeror will yield up peaceably said premises to County in as good order and condition as when the same was entered upon by the offeror, reasonable use and wear excepted.

Offeror must maintain 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.

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Offeror 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 conditions that any and all alterations, additions and improvements shall be done at offeror'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. Offeror 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.

Any alterations, additions and improvements shall become a permanent part of the premises, and any and all interest of offeror therein shall immediately vest in County. No such alterations, additions and improvements shall be removed from the premises by offeror without the prior written permission of County.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Roosevelt County	5/16/2021
2.	Mandatory “Notice to Owner of Intent to Propose”	Potential Offerors	5/20/2021
3.	Deadline to submit questions	Potential Offerors	5/24/2021
4.	Last Response to Written Questions/RFP Amendments	Roosevelt County	5/25/2021
5.	Submission of Proposal	Offeror	6/1/2021
6.	Proposal Evaluation	Evaluation Committee	6/1/2021
7.	Selection of Finalist(s)	County	6/2/2021
8.	Possible Oral Presentation by Finalist	Offeror	6/3-4/2021
9.	Best and Final Offer Negotiate and Finalize Contract	Roosevelt County, Awarded Offeror	6/4/2021
10.	Approve Contract	County Commission	6/8/2021

TERM OF CONTRACT

The contract shall be awarded for June 8, 2021 to June 30, 2023 The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through June 30, 2025, or soliciting proposal for a new offeror. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

BIDDER’S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #16
2. Offeror’s Response Form – Page #17
3. Execution of Proposal Form – page #18
4. Offeror’s Reference Form – page #19
5. Offeror’s Certification and Non-Collusion Affidavit – page #20
6. Offerors Information Form – page #21
7. Copy of Business License – include with page #21
8. Completed W-9 – include with page #21

9. Options, Exceptions or Variations – Page #22
10. Resident/Veterans Preference Certification – page #23
11. Campaign Disclosure Form – pages #24-25
12. Building Plans
13. Sample Use Agreement
14. Proof of Insurance

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror:

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Roosevelt County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Roosevelt County Title VI Plan, specifically Appendices A and E at <http://www.Rooseveltcountry.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Procurement Officer prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Procurement Officer. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Procurement Officer. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.

9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying 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.
10. Roosevelt County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactorily. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Roosevelt County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Roosevelt County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Roosevelt County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the County's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.

19. The Roosevelt County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Roosevelt County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The offeror shall cause all utilities and other services, of whatever nature, to be in offerors name and shall promptly pay the same
24. Offeror shall be responsible for all taxes and assessments which have been or may be levied upon the premises.
25. The offeror will be required to carry the following minimum insurance coverage with Roosevelt County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
26. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

27. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
28. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Roosevelt County and will not be entitled to any fringe benefits available to the employees of Roosevelt County.
29. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
30. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
31. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
32. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive. The fee must be paid before the information is released. There will be a charge of \$1.00 per page by cash or check / money order made payable to Roosevelt County at the following address:

Roosevelt County Administration
109 W. First
Portales, NM 88130

33. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Procurement Officer
Roosevelt County Administration
109 W. First
Portales, NM 88130
lrivera@rooseveltcountry.com

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in this Request for Proposals. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <https://www.generalservices.state.nm.us/>

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to Liliana Rivera, Procurement Officer, (575) 356-5307, or lrivera@rooseveltcountry.com.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP No: 2021-06 Health Care Services for the Roosevelt County Health Clinic

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Roosevelt County Administration Office, 109 W. First, Portales, New Mexico 88130, Irivera@rooseveltcountry.com no later than 5:00 pm Mountain Standard Time on:

May 20, 2021

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

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

_____ **Firm DOES INTEND to respond to this RFP**

_____ **Firm DOES NOT INTEND to respond to this RFP**

THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE MAY 20, 2021

**PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021**

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature	Name (Typed/Printed)	
Company	Position	
Address	Telephone Number	FAX Number
City, State, Zip	Tax ID #	E-mail Address

State of _____)
County of _____)

_____ (name), being duly sworn, deposes and says that he/she is
_____ (title) of _____ (company) and all foregoing
Questions and all statements herein contained are true and correct.
Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2017/18-06 Medical Services for the Clovis Health Clinic** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021**

1. Legal Business Name: _____
2. Street Address: _____
3. City, State & Zip: _____
4. Type of Business: _____ State of Registration: _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact: _____
7. Phone: _____ FAX: _____
8. Email: _____
9. Company Website: _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021**

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021**

_____ (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 \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

Resident Business/Veteran Business Certificate Number: _____

(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 protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP No. 2021-06 Health Care Services for the Roosevelt County Health Clinic
DUE DATE: June 1, 2021

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

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: Commissioners Dennis Lopez, Rodney Savage, Lewis Shane Lee, Tina Dixon, and Paul Grider; Treasurer Layle Sanchez, Assessor George Beggs, Clerk Mandi Park, or Probate Judge Kendall Terry.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary):

Signature Date

Title (position)

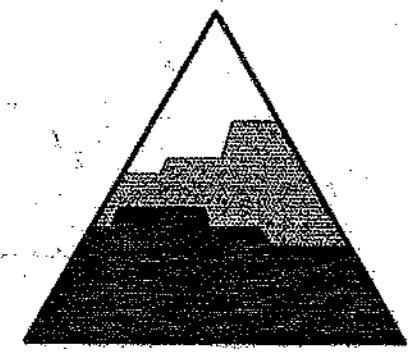
--OR--

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

Signature Date

Title (Position)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



SMPAC

ARCHITECTS

115 Amherst Drive SE

Albuquerque

New Mexico 87106

(505) 255-8668

PROJECT NO. 94077

MAY 4, 1995

BID SET

STRUCTURAL

MacCORNACK ENGINEERING

2920 CARLISLE BLVD., NE
ALBUQUERQUE, NEW MEXICO 87110
(505) 881-0570

MECHANICAL

**BRIDGERS & PAXTON
CONSULTING ENGINEERS, INC.**

4600-C MONTGOMERY BLVD., NE
ALBUQUERQUE, NEW MEXICO 87109
883-4111

ELECTRICAL

P2RS GROUP

5639 JEFFERSON STREET, NE
ALBUQUERQUE, NEW MEXICO 87109
(505) 344-7445

ROOSEVELT COUNTY CLINIC COMPLEX

PORTALES, NEW MEXICO

ROOSEVELT COUNTY, NEW MEXICO

GRANT NUMBERS:

CLINIC 93-L-NR-I-3-G118, 119, 353

COMMUNITY CENTER 94-L-NR-I-3-G110

SENIOR CENTER 94-153, 94-154, 95-112

INDEX OF DRAWINGS

CIVIL & ARCHITECTURAL

G001	INDEX OF DRAWINGS
C101	SITE PLAN
C201	SITE DETAILS
A101	FLOOR PLAN
A102	DIMENSION FLOOR PLAN
A103	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A301	ENLARGED PLANS
A401	REFLECTED CEILING / FIRE PARTITION PLAN
A501	EXTERIOR WALL SECTIONS, INTERIOR PARTITION TYPES
A502	DETAILS
A601	INTERIOR ELEVATIONS
A602	INTERIOR ELEVATIONS, DETAILS
A701	DOOR & WINDOW DETAILS
A703	DOOR & WINDOW DETAILS, DOOR & WINDOW TYPES

STRUCTURAL

S001	GENERAL STRUCTURAL NOTES
S101	FOUNDATION PLAN
S102	ROOF FRAMING PLAN
S201	FOUNDATION SECTIONS
S301	FRAMING SECTIONS
S302	FRAMING DETAILS

PLUMBING & MECHANICAL

P001	PLUMBING FIXTURE SPECIFICATIONS, LEGEND AND DETAILS
P101	PLUMBING FLOOR PLAN
P102	PLUMBING ROOF PLAN
P201	PLUMBING WASTE, VENT, AND WATER SCHEMATICS
P202	PLUMBING GAS AND WATER PIPING SCHEMATICS
P301	PLUMBING DETAILS
M001	MECHANICAL SYMBOL LEGEND & NOTES
M002	MECHANICAL EQUIPMENT SCHEDULE
M101	HVAC FLOOR PLAN
M501	MECHANICAL DETAILS
M502	MECHANICAL DETAILS

ELECTRICAL

E001	ELECTRICAL UTILITIES PLAN
E101	RECEPTACLE PLAN
E102	POWER PLAN
E201	LIGHTING PLAN
E301	SPECIAL SYSTEMS PLAN
E401	PANEL SCHEDULES AND DETAILS
E402	ELECTRICAL LEGEND, SCHEDULES AND DETAILS

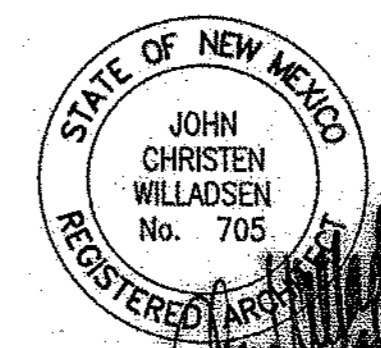
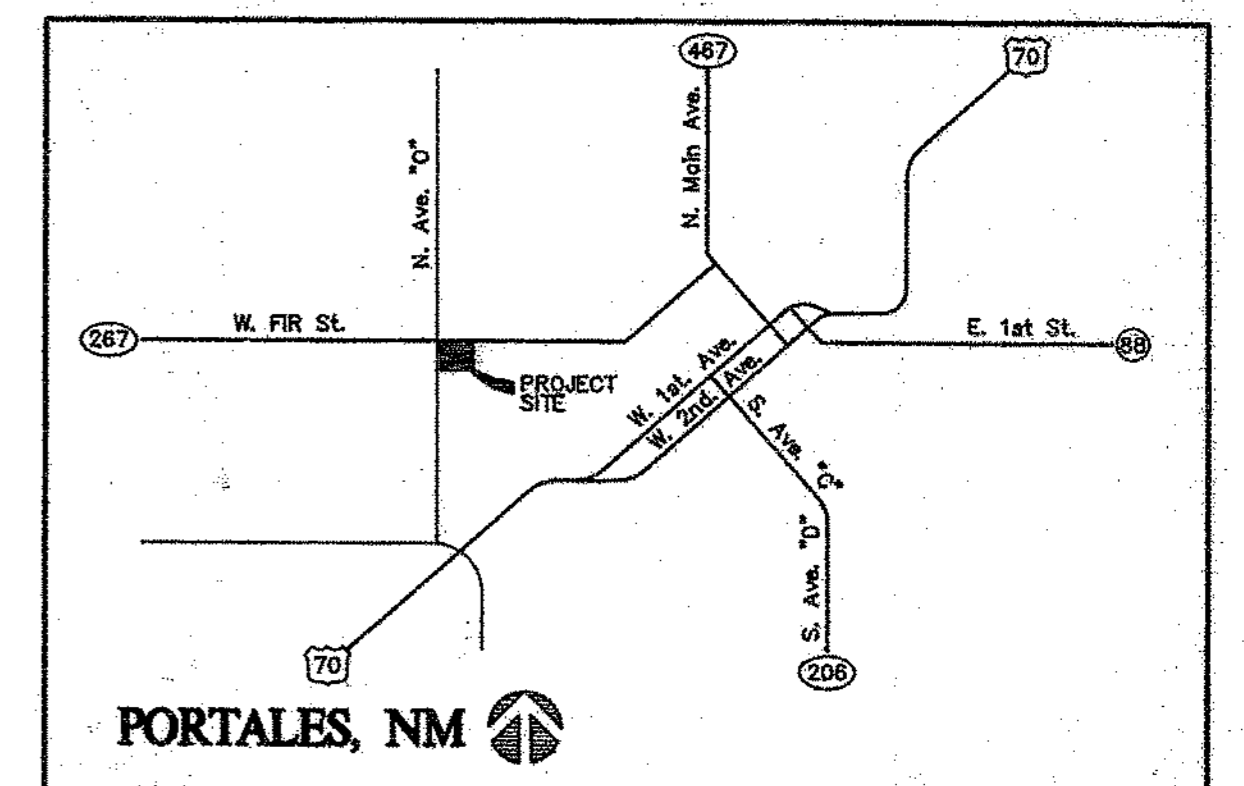
PROJECT DATA

DESIGN DATA

BUILDING	
SEISMIC ZONE	1
OCCUPANCY GROUP	
MEDICAL CLINIC	B-2
COMMUNITY CENTER	A-3
CONSTRUCTION TYPE	
	II-N
OCCUPANT LOAD	
MEDICAL CLINIC	152
COMMUNITY CENTER	166
TOTAL	318
BUILDING AREA	
BASIC ALLOW. AREA	CLINIC (B-2, II-N) 12,000 SF COMMUNITY CENTER (A-3, II-N) 9,100 SF
ALLOW. AREA INCREASE	SEPARATION 3 SIDES: 60+ FT +100% (60'-20') X 2.5 %/FT 24,000 SF (2 X 12,000) 18,200 SF (2 X 9,100)
MAX. ALLOW. AREA	$\frac{24,000}{10,785} = 2.23 > 1$ $\frac{18,200}{4,697} = 3.87 > 1$ CLINIC 10,785 SF + 4,697 SF COMMUNITY CENTER 24,000 SF + 18,200 SF $0.45 + 0.25 = 0.71 < 1$ (WITHIN MAXIMUM ALLOWABLE AREA)
ACTUAL AREA	15,462 SF (10,785 + 4,697)
PARKING	
REQUIRED	
MEDICAL CLINIC	54
Includes 6 Accessible Spaces (10%)	
COMMUNITY CENTER	40
Includes 3 Accessible Spaces	
TOTAL	94
Includes 9 Accessible Spaces	
PROVIDED	
STANDARD SPACES	115
ACCESSIBLE SPACES	9
TOTAL	124

SYMBOL LEGEND

	SECTION / ELEVATION		PARTITION TYPE
	SECTION		DOOR TYPE
	DETAIL		WINDOW TYPE
	DETAIL		ELEVATION
	MATERIAL KEYED NOTE (NUMBER REFERS TO SPECIFICATION)		ROOM NAME
			ROOM IDENTIFICATION



CONTRACTOR NOTE
THE ORGANIZATION OF THE KEYNOTING SYSTEM ON THE DRAWINGS, WITH THE KEYNOTE REFERENCE NUMBERS RELATED TO THE SPECIFICATIONS SECTION NUMBERING SYSTEM, SHALL NOT CONTROL THE CONTRACTOR IN DIVIDING THE WORK AMONG SUBCONTRACTORS OR IN ESTABLISHING THE EXTENT OF WORK TO BE PERFORMED BY ANY TRADE.

G001

NAME: D. SHERIDAN DATE: MAY 04, 1995 TIME: 11:18 AM PLOT SCALE: 1" = 1'

MATERIALS KEYING LEGEND

- 02100-SELECTIVE DEMOLITION
 - A. REMOVE EXISTING CONCRETE FOUNDATION, SLABS, AND WALKS
 - B. REMOVE EXISTING CONCRETE CURB AND GUTTER
 - B1. EXISTING CONCRETE CURB AND GUTTER TO REMAIN
 - C. EDGE OF EXISTING ASPHALT PAVING
 - D. EXISTING POWER POLE TO BE REMOVED - N.I.C.
 - D1. EXISTING POWER POLE TO REMAIN
 - E1. EXISTING TELEPHONE EQUIPMENT TO REMAIN
 - F. REMOVE EXISTING WELL AND WELL HOUSE. CAP WELL
 - G. POSSIBLE ABANDONED WELL. DEMOLISH/CAP AS REQUIRED
 - H. EXISTING GAS RISER - CAP LINE AND REMOVE
- 02510-ASPHALTIC CONCRETE PAVING
 - A. ASPHALTIC CONCRETE PAVING
 - B. MARKING AND STRIPING - TYPICAL
- 02840-WALK, ROAD, AND PARKING APPURTENANCES
 - A. PRECAST CONCRETE SPLASHBLOCK
 - B. VAN ACCESSIBLE PARKING SIGN
- 03300-CAST-IN-PLACE CONCRETE
 - A. CONCRETE SLAB
 - B. CONCRETE
 - H. CONCRETE WALK - SEE D1/C201
 - J. NEW CONCRETE CURB & GUTTER
 - K. CONCRETE WALK & CURB - SEE A1/C201
 - L. CONCRETE RAMP, 1:12 MAXIMUM SLOPE - SEE A4/C201
 - N. CONCRETE WALK FLUSH WITH ASPHALT PAVING
 - P. CONCRETE CURB AND GUTTER - SEE 08/C201
 - Q. CONCRETE CURBS AND VALLEY GUTTER - SEE 08/C201
 - R. CONCRETE VALLEY GUTTER - SEE A8/C201
- 15000-MECHANICAL
 - L. SEE PLUMBING PLAN FOR CONTINUATION OF PIPING
 - M. NEW 3" WATER LINE AND 90 GPM METER
 - N. NEW 6" SEWER LINE
 - P. NEW 4" GAS LINE AND METER, SIZED FOR PRESENT LOAD OF 1545 CFH, AND FUTURE ESTIMATED TOTAL LOAD OF 2405 CFH. DEVELOPED LENGTH = 400 FT. MIN. PRESSURE AT BUILDING = 5 PSI
 - Q. GREASE TRAP - SEE PLUMBING
 - R. CLEANOUT TO GRADE - SEE 4/P301

KEYED NOTES

1. 2 - 4" SCHEDULE 40 PVC PIPES UNDER WALK TO FACE OF CURB - SEE 04/C201
2. 2 - 2" SCHEDULE 40 PVC PIPES, CAPPED BOTH ENDS, 30" BELOW PAVEMENT, FOR FUTURE IRRIGATION LINES.

GENERAL NOTES

1. WATER, SEWER, AND GAS CONNECTIONS PER REQUIREMENTS OF CITY OF PORTALES. PATCH PAVING PER CITY REQUIREMENTS. CONTRACTOR SHALL PAY ALL COSTS OF INSTALLING NEW LINES AND CONNECTIONS IN STREET.
2. ROUTE NEW SANITARY SEWER AT 1/8" PER FOOT SLOPE, MINIMUM.

LEGEND

EXISTING	NEW	
		NATURAL GAS METER
		WATER METER
		SANITARY SEWER
		COLD WATER SUPPLY
		NATURAL GAS
		CLEANOUT
		NEW CONNECTION TO EXISTING

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS
 115 AMHERST DRIVE SE., ALBUQUERQUE, NEW MEXICO 87106
 TELE. (505) 255-8668 FAX (505) 268-6665

SMPC
 ARCHITECTS

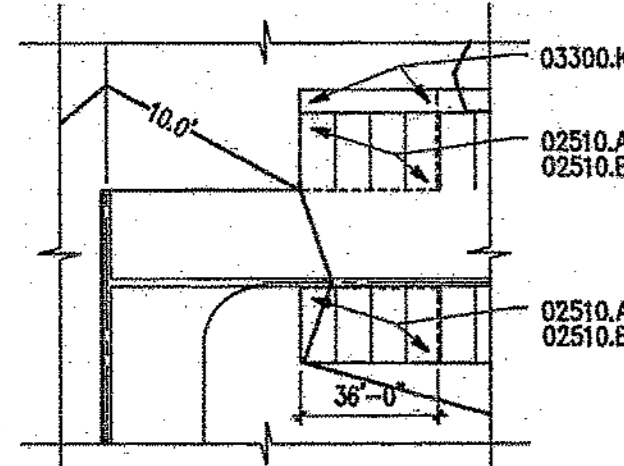
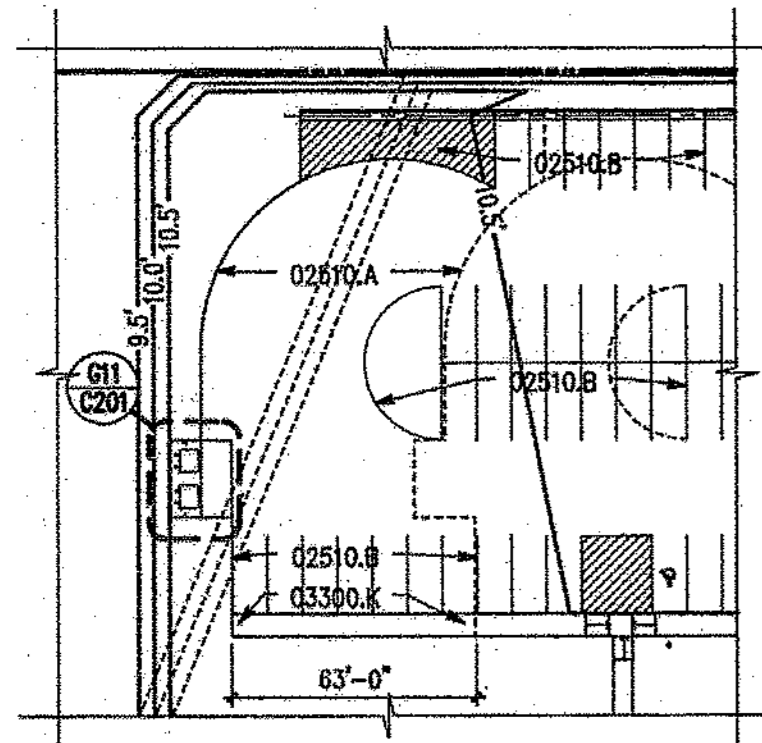
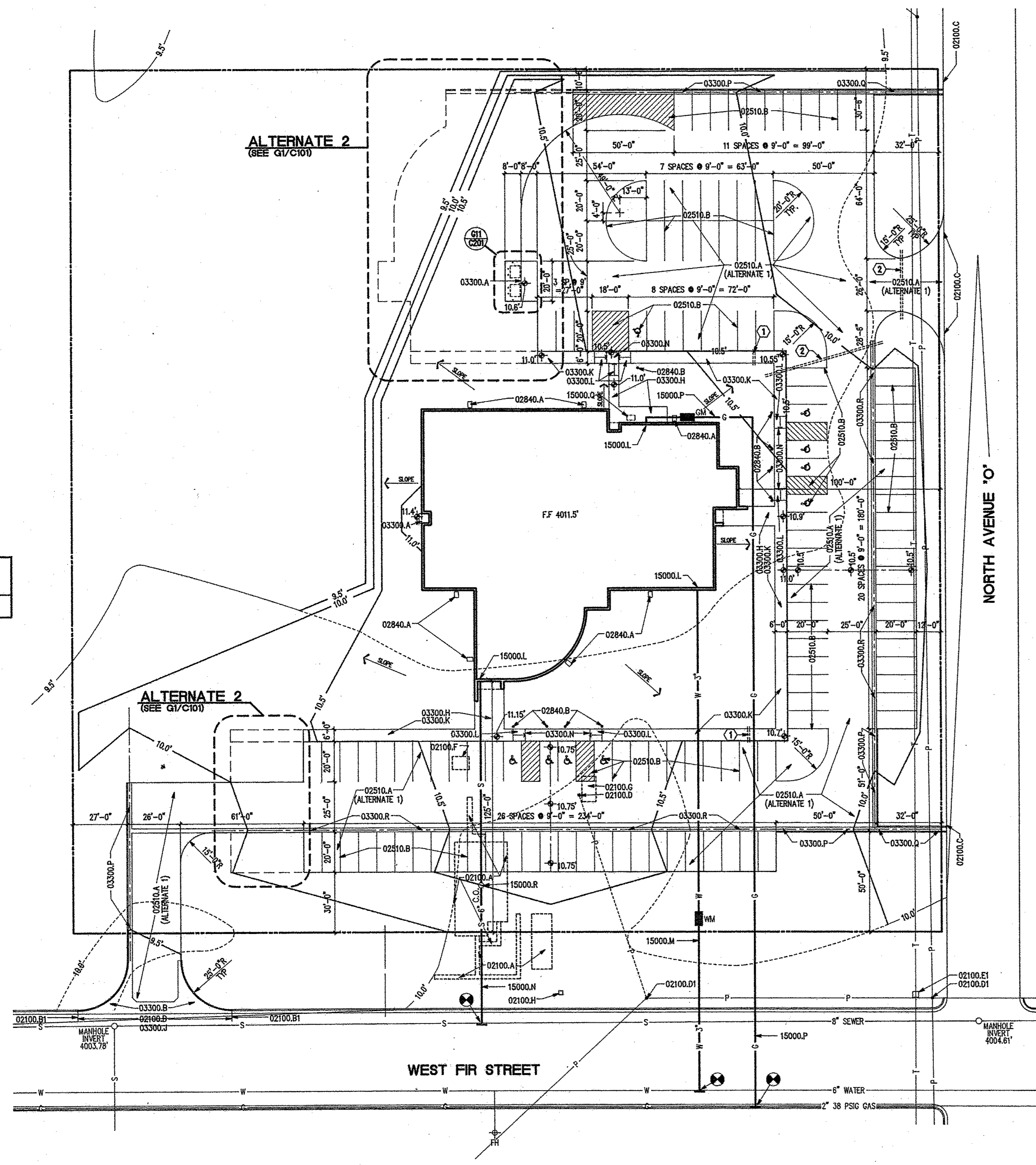
ROOSEVELT COUNTY CLINIC COMPLEX

SITE PLAN

REV. #	DATE	PROJECT # 94077
		DWN BY: GG
		CHK BY: JCW
		DATE: 5/4/95

STATE OF NEW MEXICO
 JOHN CHRISTEN WILLADSEN
 No. 705
 REGISTERED ARCHITECT

C101
 OF 39



G1 ALTERNATE 2
 1" = 50'-0" C101

A4 SITE PLAN
 1" = 30'-0"

NAME: D. S. 04077, BUILDING DATE: MAY 02, 1995, TIME: 11:13 AM, PLOT SCALE: 1" = 30'-0"

MATERIALS KEYING LEGEND

- 03300-CAST-IN-PLACE CONCRETE
- A. CONCRETE SLAB
- H. CONCRETE WALK - SEE D1/C201
- U. PROVIDE RECESS IN SLAB FOR MOBILE SHELVING SYSTEM TRACK (TRACK BY OWNER - N.L.C.)
- 05500-METAL FABRICATIONS
- P. PARTITION BRACE - SEE L3/A501
- R. UTILITY FLOOR TRENCH WITH COVER - SEE STRUCTURAL
- 07920-CAULKING AND SEALANTS
- D. PROVIDE CAULKING AROUND EQUIPMENT (EQUIPMENT N.L.C.) FOR A LIGHT-TIGHT SEAL
- 09250-GYPSUM BOARD
- E. 5/8" TYPE X LEAD LINED GYPSUM BOARD
- R. PROVIDE BACKING IN WALL - SEE L3/A501
- R1. 16 GA. SHEET METAL BACKING IN WALL - 36" X 36", BOTTOM AT 30" A.F.F. SHALL SUPPORT 85 LBS MINIMUM. COORDINATE WITH SOUTHWEST RADIOGRAPHICS
- R2. 16 GA. SHEET METAL BACKING IN WALL - 30" X 4", CENTER AT 76 3/4" A.F.F. SHALL SUPPORT 40 LBS MINIMUM PULLING FORCE. COORDINATE WITH SOUTHWEST RADIOGRAPHICS
- R3. 16 GA. SHEET METAL BACKING IN WALL - 24" X 12", CENTER AT 92" A.F.F. COORDINATE WITH DENTAL EQUIPMENT SUPPLIER
- R4. WALL OPENING AND BLOCKING FOR RECESSED CONTROL PANEL. COORDINATE WITH DENTAL EQUIPMENT SUPPLIER
- R5. 16 GA. SHEET METAL BACKING IN WALL - 48" X 24", CENTER AT 61" A.F.F. COORDINATE WITH DENTAL EQUIPMENT SUPPLIER
- W1. 20 GA. STUDS IN THIS PARTITION. COORDINATE SIZE/CONFIGURATION OF THIS PARTITION WITH DENTAL EQUIPMENT SUPPLIER
- X1. FRAMED OPENING FINISHED WITH GYP. BOARD. 28 1/2" X 54" CLEAR DIMENSIONS - SEE K4/A703. COORDINATE WITH SOUTHWEST RADIOGRAPHICS
- X2. PROVIDE 1 HOUR RATED SHAFT ENCLOSURE (TYPE U.L. U469) FOR EXHAUST DUCT, PER UNIFORM MECHANICAL CODE. EXTEND FROM TOP OF RANGE HOOD TO ROOF DECK
- 09310-CERAMIC TILE
- E. EXTENT OF WATERPROOFING MEMBRANE - SEE H6/A502
- 09678-RESILIENT BASE AND ACCESSORIES
- C. CHANGE IN FLOORING MATERIAL
- 10000-SPECIALTIES
- A. FIRE EXTINGUISHER AND CABINET (2A-108C)
- B. FIRE EXTINGUISHER AND CABINET (408C)
- C. PHOTO-CHEMICAL CONTAINMENT TRAY - O.F.O.I.
- 10800-TOILET ACCESSORIES
- E. PAPER TOWEL DISPENSER
- L. SPECIMEN PASS-THRU
- M. UTILITY SHELF - 36"
- P. PAPER TOWEL DISPENSER - COORDINATE LOCATION WITH OWNER AND CASEWORK SUPPLIER
- 15000-MECHANICAL
- B. ELECTRIC WATER COOLER
- D. SINK - O.F.C.I.
- E. RANGE - O.F.C.I.
- F. RANGE HOOD - O.F.C.I.
- 16000-ELECTRICAL
- C. PUBLIC TELEPHONE (N.L.C.)
- E. WALL-MOUNTED TELEVISION & VCR AT 6'-0" A.F.F. (N.L.C.)

GENERAL NOTES

1. REFER TO DIMENSION PLAN, SHEET A102, FOR BUILDING DIMENSIONS
2. REFER TO L6/A501 FOR INTERIOR PARTITION TYPES. ALL PARTITIONS ARE TYPE "B" UNLESS NOTED OTHERWISE.
3. REFER TO REFLECTED CEILING / FIRE PARTITION PLAN, SHEET A401, FOR FIRE RATED PARTITIONS.
4. PROVIDE 5/8" TYPE X GYPSUM BOARD BEHIND ALL RECESSED ITEMS GREATER THAN 5" X 5" TO ENSURE PARTITION FIRE RATINGS.
5. REFER TO ROOM FINISH SCHEDULE AND DOOR SCHEDULE IN PROJECT MANUAL.
6. SLOPE CONCRETE FLOOR TO FLOOR DRAINS.
7. PROVIDE CUTOUPS (HOLES) WITH GROMMETS IN COUNTERTOPS AS DIRECTED BY OWNER.

LEGEND

- 09250.E PARTITION WITH LEAD LINED GYPSUM BOARD ONE SIDE TO 7'-0" A.F.F.
- D DRYER - N.L.C. (O.F.O.I.)
- F FREEZER - N.L.C. (O.F.O.I.)
- P FILM PROCESSOR - N.L.C. (O.F.O.I.)
- R REFRIGERATOR - N.L.C. (O.F.O.I.)
- V VENDING MACHINE - N.L.C. (O.F.O.I.)
- W WASHER - N.L.C. (O.F.O.I.)
- WH WATER HEATER (C.F.C.I.)

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS
 115 AMHERST DRIVE SE., ALBUQUERQUE, NEW MEXICO 87106
 TELE. (505) 255-8668 FAX (505) 268-6665

SMPC
ARCHITECTS

Roosevelt County Clinic Complex

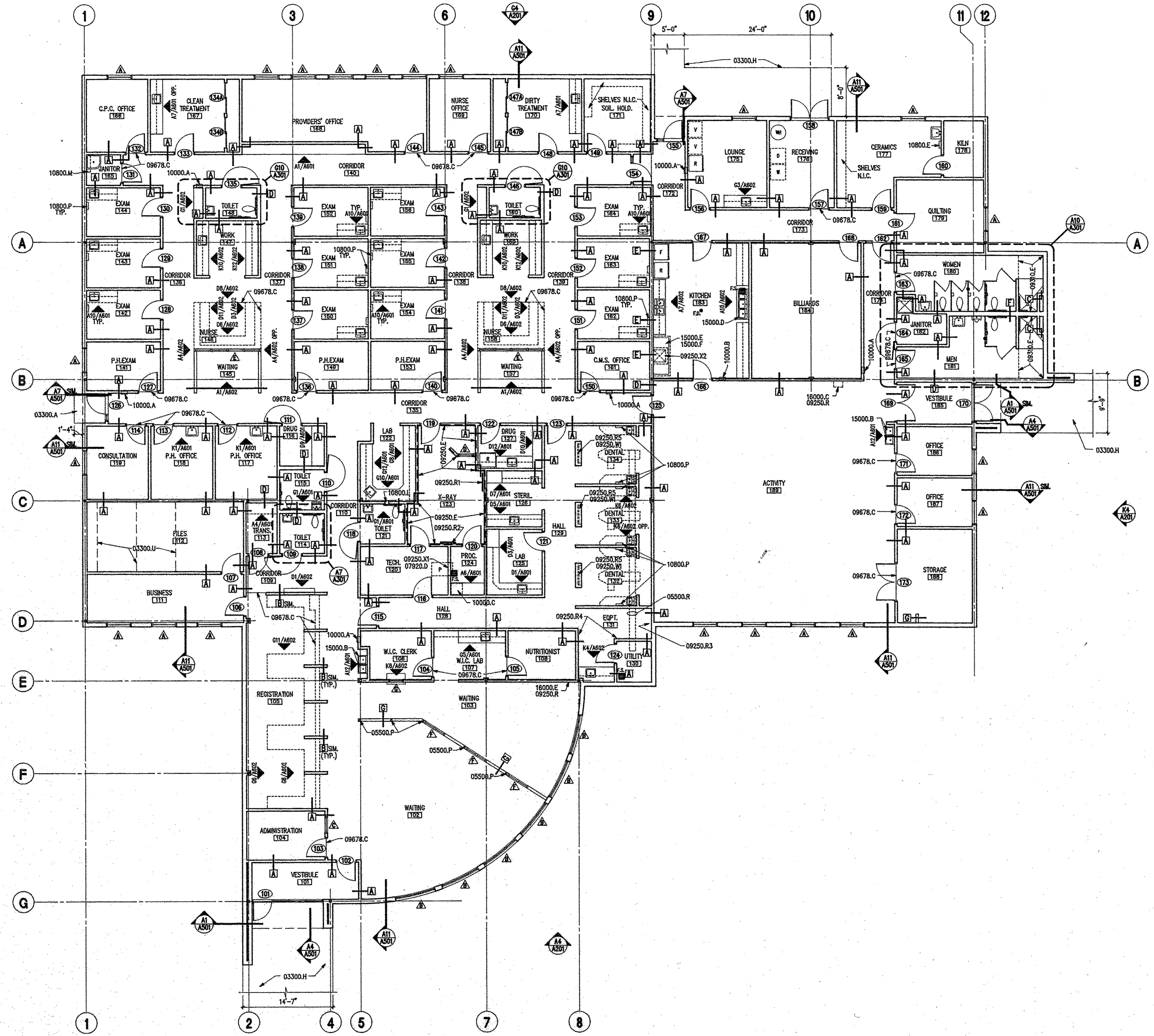
FLOOR PLAN

REV. #	DATE	PROJECT # 94077

DWN BY: CG,SAS
 CHK BY: JCW
 DATE: 5/4/95

A101

OF 39



A4 FLOOR PLAN
 1/8"=1'-0"



NAME: D. SHERIDAN; DATE: MAY 03, 1995; TIME: 2:37 PM; PLOT SCALE: 1" = 8'-0"

USE AGREEMENT

WITH

THIS USE AGREEMENT (the “Agreement”) is made and entered into this ____ day of June, 2021, by and between the County of Roosevelt, a Political Subdivision of the State of New Mexico, hereinafter referred to as “County” and _____ hereinafter referred to as “Contractor.”

WHEREAS, County is the owner of the building and property located at 1515 West Fir, Portales, Roosevelt County, New Mexico, commonly referred to as the Roosevelt County Health Clinic, including all storage and parking areas related thereto hereinafter collectively referred to as the “**Premises**”; and

WHEREAS, County has issued RFP 2021-06 requesting Health Care Services to be provided to residents of Roosevelt County, and Contractor submitted its response which was deemed by County to be the most appropriate and beneficial to Roosevelt County; and

WHEREAS, Contractor has agreed to provide Medical and Dental Services for the County on the terms and conditions set out in this Use Agreement, and County is in the opinion that Contractor has the proper and necessary qualifications, experience and abilities to provide said Medical and Dental Services to the citizens and residents of Roosevelt County.

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

1. Term of Agreement: This Use Agreement will run for a period of two (2) years from the date this Use Agreement is approved by the Parties, through June 30th 2023. The County shall have the option to renew the Contract for one (1) additional two (2) year period for a total period of four (4) years through June 30, 2025 or soliciting proposals for a new offeror. The County reserves the right to terminate this Use Agreement at any time for non-performance with no less than thirty (30) days written to Contractor. It is a condition to the continuation of this Use Agreement that Contractor will use the Clinic to provide the Medical and Dental Services pursuant to the business hours identified in Paragraph 2. Any deviation from these terms by Contractor during this time period of time will be defined as a material breach of this Use Agreement.

Contractor and the County reserve the right to terminate the Use Agreement at any time for any reason upon giving written notice to the other not less than ninety (90) days in advance of the termination date.

2. Governing Law: The State of New Mexico has declared 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 request 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 interest 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.

Pursuant to §4-38-13.1 (B) NMSA 2016:

A Board of County Commissioners may contract for the use of County buildings for the benefit of non-profit organizations demonstrating a consistent history of service to sick and indigent persons in the County, which service could legally be expected to be provided by a governmental entity, at rates these organizations can be reasonably expected to pay while maintaining their full-service commitment to their respective constituencies. These contracts shall set forth in respective value of services being provided to County residence and the relative value of the use of property provided by the County.

Furthermore, a contract between a governmental entity and a non-profit such as Contractor for the services set forth herein is not a violation of the anti-donation clause of the New Mexico Constitution pursuant to Article IX, Section 14 (A) of the New Mexico Constitution.

3. Scope of Work: Contractor agrees to operate the Clinic and to furnish all personnel, materials and equipment necessary to provide professional Primary Healthcare and Dental Services for Roosevelt County citizens at the Clinic. For the purposes of this Use Agreement, the services to be provided by Contractor shall include, but not be limited to the following:

A. Medical:

- 1) Acute medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 2) Chronic medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 3) Minor emergent/urgent care medical services for prenatal, pediatric, adolescent, adult and geriatric patients
- 4) Pediatric care

- 5) Prenatal and postpartum care
- 6) Laboratory services
- 7) Radiology referral services to include diagnostic imaging. These services will be reviewed on a case by case basis depending upon the need of the patient
- 8) Gynecology services that emphasize annual pap and pelvic examinations, breast and cervical cancer screening, etc.

B.) DENTAL SERVICES:

- 1) The offeror shall provide routine dental care such as cleanings, x-rays and dental services for minor emergency (e.g. abscesses, root canals, extractions, dentures, denture repair and/or replacement).

C.) PREVENATIVE SERVICES:

- 1) Immunizations
- 2) Routine physicals
- 3) Wellness exams

D.) Indigent Care: At all times during the terms of this Use Agreement, in providing those services set forth above, Contractor shall ensure that all individuals regardless of race, age, gender, sex, or financial ability, are provided access to said Medical services. The offeror shall provide appropriate medical screening examination to anyone seeking treatment for a medical condition, regardless of citizenship, legal status, or their ability to pay. The offeror shall make available health care financial assistance programs to patients with limited income seeking financial assistance.

E.) Consideration and Accountability of Services: Contractor acknowledges that while using and operating the Clinic, it will be performing services that are needed and are of benefit to the citizens of Roosevelt County.

At all times during the term of this Use Agreement and any and all extensions hereof, Contractor shall use the premises to provide the above stated services to the citizens of Roosevelt County. Said services shall be provided by Contractor at a minimum from 8 a.m. to 5 p.m. Monday through Friday.

5. Compensation: Roosevelt County has obtained a current appraisal on the property at 1515 W. Fir, Portales, New Mexico where the 16,541 sq. ft. Health Care Center is situated. The appraised annual rental value of the premises is \$240,000 per year or \$20,000 per month. In lieu of compensating offeror for providing the services requested, County shall allow offeror to use the premises to provide the services identified in this RFP. Offeror shall acknowledge in entering into a contract with County that said offset of rent is sufficient consideration. The services which are to be provided by the offeror, as set forth in the scope of work are of value to the residents of Roosevelt County in the amount in excess of \$240,000 per year. In addition to the services set forth, offeror shall also repair and maintain the premises, pay for utilities and provide liability insurance.

Offeror shall, by the end of March, June, September and December of each year, submit to the County a statement itemizing the amount and description of the service provided during that period together with the costs for repairs, maintenance and insurance of the building and grounds. County also reserves the right to request additional information as may be necessary after its receipt and review of said documents. Should the annual value of offeror's services, repairs, maintenance and insurance costs not equal or exceed \$240,000 for the previous year, offeror shall make up said shortfall through the provision of additional services as agreed to by the parties. Should the value of such services exceed annual rental value, the amount of such excess shall be credited against offerors' services for the current or future years (if applicable); provided, however, that County shall not, under any circumstances, be obligated to reimburse offeror or otherwise be liable for the value of any non-cash services provided by offeror in excess of annual rental value.

5. Termination: Contractor acknowledges that other than the terms and conditions set forth in this Use Agreement, Contractor has no right title or interest in and to the **Premises**. Contractor covenants and agrees to deliver up and surrender possession of the Clinic to the County at the termination of the 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 all repairs to the premises as shall be the sole responsibility of Contractor during the term of this Use Agreement.

6. Equipment and Supplies: Contractor shall be responsible for obtaining any and all medical equipment, operational supplies, furniture and fixtures that are required and otherwise necessary to perform the medical services set forth in this Use Agreement and provide the medical treatment to the participants of the Clinic as set forth in this Use Agreement, Roosevelt County RFP 2021-06 attached hereto and Contractor's response, all of which are incorporated herein as though set forth in full. Contractor shall be solely responsible to determine what equipment, operational supplies and other furniture, fixtures and assets are necessary to ensure that said Medical Treatment is provided at the Clinic.

This is a **turnkey** Agreement, and at all times that the Clinic is open and operating, Contractor shall ensure that it has the proper equipment, supplies and personnel to provide the medical treatment being provided. Contractor shall obtain any and all permits, licenses and registrations as may be necessary, for it to use the Clinic, as well as for providing services in said Clinic. Contractor shall ensure that the Clinic, at all times during the term of this Use Agreement, meet and/or exceed all applicable rules and regulations and any and all health safety code requirements. County shall have the right to have its Safety Office, Facilities Maintenance Director or other Representative enter into a walk-through of the Clinic at any given time and inspect the same to ensure

that Contractor's use of the Clinic is consistent with the terms and conditions set forth herein.

Any and all costs, expenses, maintenance, upkeep and related charges regarding the building, **Premises**, equipment, supplies and staffing shall be the sole responsibility of Contractor, together with the upkeep and maintenance of the same.

7. Utility and Other Expenses: Contractor shall be solely responsible for securing all utility services to the clinic. Thereafter, Contractor shall promptly pay all utility and other charges of whatsoever kind and nature, including chargers for electrical, gas, garbage, telephone, medical services, supplies, as well as other services, plus any and all occupational fees or charges which may become payable or which are incurred in connection with the use and operation of the Clinic.

8. Taxes and Other Assessments: Contractor shall be responsible for all taxes and assessments which may be levied upon the Clinic and/or the operation of the Clinic.

9. Insurance: Contractor shall, at its expense, during the entire term of this Use Agreement and any extensions thereof maintain in full force and effect a public liability and property damage insurance policy with respect to the Clinic itself. Said policy shall cover replacement costs, fire, and extended coverage on the **Premises**. Its coverage shall be for the full value of the Contractor's contents within the building.

Contractor shall also obtain a general liability policy to cover any and all claims that may be made against the Clinic, any of the Clinic's employees, assigns or representatives for any and all claims including but not limited to medical negligence, personal injury and/or death and, shall include County as a named insured on each and every policy. The minimum amount of the policy that Contractor must maintain at all times during the term of this Agreement and any extension hereof shall be one million dollars (\$1,000,000.000) for any one (1) claim, accident or incident. Such policy shall be in whatever form and with such insurance companies as reasonably satisfactory to County and shall provide for at least ten (10) days prior to notice to County of any cancellation.

10. Default of Contractor: This Use Agreement shall remain in full force and effect for as long as Contractor continues to use the **Premises** as a medical and dental clinic. If Contractor ceases to use the **Premises** as a medical and dental clinic pursuant to the terms of this use agreement. County shall have the right to terminate this Agreement at which time operation and possession of the **Premises** will revert back to County.

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 terms of 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 terms 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.

11. Assignment and Subletting: Contractor shall not sublet the Clinic or any part thereof, nor allow others to occupy the same, nor assign this Use Agreement nor transfer it in any manner without the prior written consent of the County being first obtained. Any such written consent shall not operate as consent to further assignment or subletting, or as a waiver of this Use Agreement against assignment and subletting.

12. Condition of Premises and Repairs: No representation or warranty as to the condition or repair of the Clinic has been made by the County. At the expiration of the term of the Use Agreement or any renewal or extension thereof, Contractor will yield up peaceably the said Clinic to the County in as good order and condition as when the same was entered upon by Contractor, reasonable use and wear excepted. Contractor shall be entirely responsible for maintain 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 Clinic, whether they are structural, mechanical, or otherwise, it being the intent of the parties that the County shall in no way to responsible for any maintenance or repairs on the building whatsoever during the terms of this Use Agreement.

13. Alterations, Additions and Improvements: Contractor shall not make any additions or improvements in or about this Clinic without prior notice to the County and only with County's written consent. Any and all alterations, additions and improvements shall be done at Contractor's sole expense and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations and that no liens or mechanics, materialmen, laborers, architects, contractors, sub-contractors, or any other lien of any kind whatsoever shall be created against or imposed upon the Clinic, 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 judgment renders against County or against the Clinic on account of or arising out of such alterations, additions or improvements.

14. Ownership of Alterations, Additions and Improvements: No alterations, additions or improvements to the Clinic shall be made by Contractor without the prior written approval of County. Unless otherwise set forth herein, all alterations, additional and improvements shall be made at Contractor's sole expense, and whether attached to the walls, floors or Clinic or not, shall, unless otherwise agreed by the parties, in writing,

belong to the County and will merge with and become a permanent part of the Clinic, and any and all interest of Contractor there shall immediately vest in the County, and all such alterations, additions and improvements shall not be removed from the Clinic by Contractor without the written permission of County.

15. Liability of County: County shall not be liable for any damage to persons or property arising from any cause whatsoever occurring in any manner in or about the Clinic during the term of this Use Agreement. Contractor shall indemnify and hold harmless County from any and all claims and liability for any and all damage to persons or property arising from any cause whatsoever in any manner in or about the Clinic. County shall not be liable for any damage to the Clinic, or any part thereof, or to any property or person caused by bursting, leakage or overflowing of any waste pipes, water pipes, tanks, drains or stationary wash stands or by reason of any damage whatsoever caused by water from any source.

16. Hold Harmless, Indemnify and Defend: Contractor shall hold County harmless and shall indemnify and defend the County and its “public employees” as defined in the New Mexico Tort Claims Act, Section 41-4-29 (NMSA 1978), against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees or attorney’s fees and costs from any and all actions of any kind and nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to Contractor’s negligence or intentional acts or omissions in Contractor’s use of the Clinic and/or providing medical treatment under this Use Agreement, in connection herewith, and including, but not limited to, any negligent or intentional acts or omissions of Contractor’s officers, employees, servants, agents, representatives, customers, invitees, patrons contractors, subcontractors, successors, assignors or suppliers, as well as all other persons doing business with or receiving services from Contractor. Contractor’s agreement to hold harmless, indemnify and defend County shall not be affected or terminated by the cancellation and expiration of the term of this agreement or any renewal or for any reason and shall survive the cancellation, expiration of the term or any renewal of any other termination of this agreement. Contractor shall notify County in writing of any claims, demands, or lawsuits arising out of their operation and/or management of the Clinic within three (3) days of their receipt of the same.

17. Termination Upon Damage: If any part of the Clinic is so badly damaged by fire or other unusual action of the elements, 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 sixty (60) working days after commencement of actual work, then this agreement may be terminated by either party within a period of sixty (60) days thereafter by written notice given to the other party. Contractor shall surrender the Clinic and shall not be liable further for operation or management of the **Premises** in the event of termination under this provision. In case that damage by any of the above cases does not render the Clinic unfit for occupancy,

the Clinic shall be restored with all reasonable speed and the remaining provisions of this Use Agreement shall remain in full force and effect.

18. Independent Contractor: Contractor acknowledges that while using the Clinic, it is acting as an independent contractor providing the Services set forth this Use Agreement and not as an employee. The Parties agree that this Use Agreement does not create a joint venture or a partnership between them.

19. Amendment: This Use Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. Statutes, Laws and Rules: Contractor shall observe, comply with and obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal Governments which may be applicable to its services under this Agreement. Contractor shall maintain copies of all documents generated, created and/or produced by it in the performance of this Agreement for a minimum of six (6) years.

21. Sovereign Immunity: The County and its “public employees” as defined in New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) or liability pursuant to law. No provisions in this Agreement modifies and/or waives provisions of the New Mexico Tort Claims Act, supra.

23. Third Party Beneficiaries: It is specifically agreed between the parties executing this Use Agreement that it is not intended by any of the provisions of this Use Agreement to create in the public or any member thereof a claim as a third-party beneficiary.

24. Notices: Any notices required or provided for concerning this Use Agreement shall be in writing and shall be deemed sufficiently given when sent by first class U.S. to:

Roosevelt County
Roosevelt County Manager
109 W 1st
Portales, NM 88130
575.356.5307
ahamilton@rooseveltcountry.com

Contractor

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

26. Governing the Law: This Use Agreement and the rights of the parties hereto shall be governed and constructed 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.

27. 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.

28. Additional Administration Services: Contractor agrees to have the CEO or their designee present at Roosevelt County Commission meetings to give a report on the operation of the Clinic which includes the number of patients served by the clinic.

29. Appropriations: The terms of this Use Agreement are contingent upon sufficient appropriations and authorization being made for/by County for the performance of this Agreement. If sufficient appropriations and authorizations are not made by/to the County this 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above

COUNTY OF ROOSEVELT

By: _____

Amber Hamilton
County Manager

Contractor

By: _____

Its Executive Director

Approved as to Legal Sufficiency:

Randy
County Attorney

Knudson