



REQUEST FOR PROPOSALS (RFP)

**Comprehensive Detainee Medical, Mental and Ancillary
Healthcare Services for
Roosevelt County Detention Center**

RFP# 2023-07
Released: March 17, 2023

Proposal Submittal Due Date: April 18, 2023 at 2 p.m.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of turn-key and comprehensive medical, mental and ancillary detainee healthcare services to the Roosevelt County Detention Center.

B. PROJECT OVERVIEW

Roosevelt County is formally requesting sealed proposals from organizations having specific experience providing high quality, professional and comprehensive detainee medical, mental and ancillary healthcare services to the detainees incarcerated in the Roosevelt County Detention Center (RCDC). These correctional healthcare services must be turn-key and include physician services (*by a locally based physician*), nursing services utilizing only licensed and certified healthcare professionals, any and all pharmaceuticals utilizing a correctional based formulary, ancillary medical; (including on-site dental, laboratory, x-ray, medical waste disposal), office supplies, an independent electronic medical records (EMR) system, utilization management (UM) services, local New Mexico based operational support, general management services and indemnification/risk management services.

The successful vendor will provide correctional based detainee medical, mental and ancillary healthcare services and an electronic medical records (EMR) management solution for the detainees housed at the RCDC, located at 1700 N. Boston, Portales NM 88130. The adult facilities houses both male and female detainees and has a total average daily population (ADP) of sixty (60). RCDC is an accredited facility and follows the New Mexico Counties Adult Detention Professional Standards. The County seeks to sustain 24-hour onsite medical coverage.

C. OBJECTIVES

The objective of this RFP is to select a highly qualified vendor that has the proven experience and expertise to perform services described in this RFP and is capable of providing quality, professional correctional healthcare services to the RCDC. The selected proposal must meet the following objectives:

- A. Deliver high quality detainee healthcare services compliant with federal, state, and local laws, applicable standards and industry best practices.
- B. Operate the healthcare program in a cost-effective manner with full reporting, effective communication and accountability to Roosevelt County and RCDC Facilities.
- C. Operate the health care program using only licensed, certified, and professionally trained personnel.
- D. Implement a written health care plan with clear objectives and site-specific policies, procedures and protocols based on national (NCCHC and ACA), New Mexico Counties Adult Detention Professional Standards as well as industry best practices
- E. Maintain an open and collaborative relationship with detention staff and county administration.
- F. Operate the healthcare program in a humane manner with respect to the detainees' right to basic and adequate healthcare services.
- G. Willingness and ability to work closely and build a close collaboration with locally based community provider(s)

D. SCOPE OF WORK

The scope of work consists of providing a comprehensive medical, mental and ancillary healthcare programs and services to RCDC that meets all federal, state and local requirements, as well as the Adult Detention Standards and the Federal Performance Based Detention Standards.

Medical Direction/Physician

Provision for a locally-based (Roosevelt County area) Physician, on-site three (3) times per week. The Physician will function as the site Medical Director and review the level of care and services provided and be responsible for all medical decisions. The Medical Director must reside locally (Roosevelt County area) and be available and on-call 24 hours per day, 7 days per week.

Registered Nurse (RN)/Health Services Administrator (HSA)

Provision of a full-time Registered Nurse (RN), on-site at least 3 days/24 hours per week, to function as the Health Services Administrator (HSA). The RN/HSA must reside locally (Roosevelt County area) and be available and on-call 24 hours per day, 7 days per week.

Local Recruitment for Healthcare Professionals

Offeror must have an established foundation and solid plan for recruiting local healthcare professionals which may include, but not be limited on: Physicians, Mid-level providers, Psychiatrists, Registered Nurse (RN), Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), and or other healthcare professionals. Contractor must be able to provide adequate staffing to ensure onsite medical coverage 24/7.

On-Call Availability

Availability of Medical Director/Physician and RN/HSA for emergent needs and medical staff assistance.

Nurse Services

1. Provision of Registered Nurse (RN)/HSA onsite at least 3 days/24 hours per week to provide administrative services. RN will not be staffing the facility during HSA hours
2. Provision of a minimum Licensed Practicing Nurse (LPN) or RN based for onsite facility coverage 24/7/365.
3. Manage intake/booking services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administration of medication and pill pass, records management and release planning

Pharmacy Services

1. Provision of pharmaceuticals, psychotropics, medication assisted treatment (MAT) medications and over-the-counter medications appropriate for the correctional environment
2. Provision of quarterly site visits by a board certified pharmacist
3. Medications and treatment for HIV/AIDS, tuberculosis, hepatitis and biologicals
4. Management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours

5. Provision of appropriately licensed staff to dispense medications at a minimum of twice a day, and as needed by provider's orders

Initial Health Screening

1. Provision for assisting booking officers/supervisors regarding a detainee's health care at the time of booking
2. Determine if detainee needs a medical clearance before being booked into the facility
3. Provision for initial health screening of detainee in the booking area before being classified for population

Medication Assisted Treatment

The facility is currently grant-funded to provide onsite MAT services for detainees, whom choose to participate in the program and are selected through the facility's established screening process.

1. Provision of MAT medications. Detainees, whom disclose MAT medications upon intake must be provided a continued medication regimen upon verification. Additionally, some detainees may be selected for a taper or induction program as determined by the licensed medical providers.
2. Provision of a MAT RN at the facility for a minimum of 18 hours per week. The MAT RN will conduct initial program screenings, monitor program participants, work closely with the MAT Program Director and with the psychiatric provider. The MAT RN will not staff the facility during specified MAT program hours
3. Provision of mid-level provider or physician to assess each new program candidate and monitor medications as needed, to include at least two (2) days/week for a total of six (6) hours/week. This will be a separate requirement from onsite mental health services.
4. Separate reporting in regards to MAT specific services will be required of successful offeror.

Tuberculin (TB) Testing

Provision for skin tuberculin testing upon intake and x-ray services for positive results

Health Assessment

1. Ten-day health assessment for detainees, to include medical, dental and mental health appraisals
2. Provision for health screening of detainee work details

Sick Call

Establishment and implementation of sick call procedures. The facility plans to implement software access to allow for electronic sick calls to be delivered directly from detainees to the contractor.

Chronic Care Patients

Provision of care for detainees with chronic illness

On- & Off-Site Services

Coordination of all on and off-site services including, but not limited to ER/hospital services, specialty services, laboratory, x-ray, OB/GYN and consults

Utilization management (UM) services

Provision for the management of off-site programs and services including the billing and claims management for such services with the objective of controlling and managing costs

Non-Emergency and Emergency Medical Care

Plan for emergency and non-emergency medical care to be provided to detainees, as necessary; up to and including providing onsite medical care during on-call hours.

Medical Records

Management and maintenance of all detainee medical records separate from the jail records of the detainee

Electronic Medical Records (EMR)

Provision of an independent electronic medical records EMR system offered by vendor (preferred). This system must allow for ongoing availability of a fully-functional application, at the county's expense, if the contract is terminated

Mental Health Services

1. Provision of a licensed mental health professional on site three (3) days/week for a total of twelve (12) hours/week
2. Provision of mental health screening, suicide prevention education, and referral services for all detainees
3. Coordination with local (Roosevelt County area) community providers and provide continuity of care with such providers
4. Provision of licensed mental health mid-level provider or physician to be onsite at least 6 hours/week, twice a week. This will be separate of the MAT program.

Dental Services

1. Provision of dental evaluations, screenings, and hygiene instruction
2. Coordination of on-site dental services monthly, or more often as needed
3. Dental cleaning for detainees in custody for more than one (1) year

Medical Supplies

Provision of disposable and durable medical supplies required for the treatment and care of all detainees housed in the jail facility

Biomedical Waste

Plan for removal of biomedical waste from the facility monthly

Laboratory and Diagnostic Services

1. Coordination of on-site, mobile, and off-site providers of laboratory and diagnostic services
2. Description of services provided

Policies and Procedures

Company policies, procedures, protocols and practices regarding correctional healthcare administration and compliance with facility procedures must meet all federal, state and local requirements, as well as the New Mexico Counties Adult Detention Professional Standards and the Federal Performance Based Detention Standards.

Staffing

1. Provision for all staff to be licensed and pass a criminal background check bi-annually
2. Provision for sub-contract staff be licensed and pass a criminal background check before authorization to enter the facility
3. Provision for contractor to provide training to sub-contracting staff
4. All staff require Detention Administration approval prior to facility access
5. Maintain accurate employment files of all staff onsite to include training, continued education, license and all documents required by facility operating standards

Standards

Standards for care and treatment including legal, ethical, organizational, and educational training to Detention Administration and facility staff

Provision for on-site and regularly scheduled training for Detention Administration and facility staff which may include, but not be limited to mental health, basic healthcare, CPR and/or suicide prevention.

Tuberculin (TB) Testing for Staff

Provision for skin tuberculin (TB) testing of staff upon hire and on an annual basis

Hepatitis Vaccines for County Staff

Provision for hepatitis vaccinations for staff upon hire as needed

Monthly Reporting

Monthly reporting to include statistical information on detainees seen daily, onsite medical services, offsite medical referrals, staffing times, accounting for actual days/hours worked by the entire health care staff. This monthly report will accompany the monthly service invoice.

Company Profile

- A. Describe in detail any and all prior experience providing healthcare in correctional settings, with specific focus on county detention facilities.
- B. Corporate background and depth of support
 - a. Number of employees
 - b. Number of years conducting business specifically in the county correctional environment
 - c. Annual turnover rate among full-time employees at county correctional facilities for each of the past three (3) years.
 - d. Number of current contracts that have staffing vacancies. How many are unfilled with any staff? How many are filled with temporary (agency) staff?
- C. List all current contracts or business with other correctional health care services facilities:
 - a. Client, type, size
 - b. Date contract initiated
 - c. Specific programs and services provided
- D. How many times in the last five (5) years has your company requested a price increase (not considering annual CPI) or additional funding mid-way through a contract term?
- E. How many contracts have been terminated before the end of their term, including possible extensions? Please provide detail and contact information for each.
 - a. Terminated by the county.
 - b. Terminated by your company.
 - c. Administrative contact information for each loss
- H. Describe in detail your current training program for employees.
- I. Describe company achievements in providing comprehensive correctional medical, mental and ancillary health care services in the county correctional environment.
- J. Provide an organizational chart and biographies of key personnel.

TERM

E. SCOPE OF PROCUREMENT

The scope of procurement consists of providing comprehensive medical, mental, and auxiliary healthcare services, and staffing for all administrative and operational functions described herein. The duration of the contract resulting from this RFP shall be for two (2) years from the date of award. This Contract can be renewed on an annual basis, for up to six (6) 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 sixty (60) days written notice.

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 the contract 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 result in a single source award.

F. 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: Liliana Rivera, Certified Procurement Officer
Address: Roosevelt County
109 W. First St.
Portales, NM 88130
Telephone: (575) 356-5307
Fax: (575) 356-8307
Email: lrivera@rooseveltcounty.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.

G. 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, 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.

H. PROCUREMENT LIBRARY

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

New Mexico Procurement Code

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWSzIQewE4BUBTADwBdoByCgSgBplfTCIBFRQ3AT0otojlyANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4A1AKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

Roosevelt County Purchasing Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-34PurchasingProcurementPolicy.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:

A. Action	Responsible Party	Date
1. Issue RFP	Procurement Officer	March 17, 2023
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	March 28, 2023
3. Deadline to submit Questions	Potential Offerors	March 31, 2023
4. Response to Written Questions	Procurement Officer	April 4, 2023
5. Submission of Proposal	Potential Offerors	April 18, 2023 (Tues.) 2:00 p.m.
6. Proposal Evaluation	Evaluation Committee	April 18-19, 2023
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	April 20, 2023
8. Best and Final Offers (if requested)	Finalist Offerors	April 25, 2023
9. Contract Negotiations (if needed)	Finalist Offeror/County	April 26, 2023
10. Contract Awards*	Finalist Offeror/BCC*	May 2, 2023
11. Protest Deadline	Offerors	May 17, 2023

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

B. 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 March 17, 2023.

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 on March 28, 2023.

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 Tours

There will NOT be a mandatory pre-proposal conference held for this RFP. Potential Offerors wishing to tour the facility prior to the proposal due date may make arrangements by calling Administrator Shayla Ramsey at (575) 356-6871. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

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, Paragraph 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.

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/DAYLIGHT TIME ON APRIL 18, 2023. 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. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Comprehensive Medical, Mental, and Ancillary Healthcare Services for Roosevelt County Detention Center and 2023-07 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 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, the BCC must approve the contract 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 Officer.

The contract 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 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the 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.

C. 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. PLEASE 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

The contract between the County and a contractor 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. 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 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 the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in 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. 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, Rodney Savage, Tina Dixon, or Roy Lee Criswell; Sheriff Javier Sanchez, Treasurer Layle Sanchez, Assessor Stevin Floyd, Clerk Mandi Park, Probate Judge Kendall Terry. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

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

29. 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 (Optional)
- Response to Contract Terms and Conditions
- Offeror’s Additional Terms and Conditions
- Response to Specifications (**except cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
 1. Response to Scope of Services
 2. Company Profile
 3. Capability and Agreement to Perform
 4. Insurance
 5. Cost Proposal (**Separate SEALED and labeled envelope**)
 6. Desirable Specifications
 7. References
 8. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Cost Proposal:

Completed Cost Response Form **in a sealed and labeled envelope.** All discussion of proposed costs, rates or expenses must occur only in a separate sealed envelope on the cost response forms. MAT program services will be priced separately from the facility health care program, as this is currently a grant-funded program and contingent upon award of funding.

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

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.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Response to Scope of Services (30 Points)

Offeror shall provide written response to each of the points contained within the scope of services. This shall include correctional facilities of similar size and volume. Offeror must have proven ability to execute a contract for services beginning on or about July 1, 2023. Offeror shall include a draft staffing matrix to align with the proposed services.

2. Company Profile (20 Points)

Offeror shall provide written response to each of the points contained within the company profile section. Offeror will provide a sufficient number of trained staff to efficiently fulfill the requirements of this RFP. It is to be expressly understood that a full-time on-site HSA is to be assigned solely to RCDC. All employees of the Offeror must be cleared by RCDC Administration and must comply with RCDC Policies and Procedures.

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. Insurance (0 Points)

All insurance policies of the Contractor shall be endorsed to waive all rights of subrogation against Roosevelt County. Contractor shall require all of its subcontractors, if allowed under the contract, to provide the coverage listed below as well as any other coverage that the Contractor might consider necessary. Any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of the Contractor.

The Contractor shall provide the County original certificates of such coverage and receive notification of approval of those certificates by the County Manager prior to engaging in any activities under this contract. The successful Contractor shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. The certificates must list the County as an additional named insured and shall have no less than thirty (30) days written notice of cancellation or material change. The certification or proof of insurance must contain a provision for notification to the County thirty (30) days in advance of any material change in coverage or cancellation.

INSURANCE COVERAGE. CONTRACTOR shall at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance is an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in the amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.

ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

PROOF OF INSURANCE. CONTRACTOR shall provide the COUNTY proof of professional liability or medical malpractice coverage for CONTRACTOR's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CONTRACTOR shall promptly notify the DETENTION ADMINISTRATOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CONTRACTOR fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DETENTION ADMINISTRATOR pursuant to the terms of Article IX.

INDEMNIFICATION. CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever cause by, based upon or arising out of any act, conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless CONTRACTOR, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and DETENTION ADMINISTRATOR agree to promptly notify CONTRACTOR in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DETENTION ADMINISTRATOR agree that CONTRACTOR's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTY and DETENTION ADMINISTRATOR from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.

HIPAA. CONTRACTOR, the COUNTY, JAIL, and DETENTION ADMINISTRATOR and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and DETENTION ADMINISTRATOR and their employees and agents shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the DETENTION ADMINISTRATOR and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CONTRACTOR.

5. Cost (20 Points)

Offeror must complete and submit the Cost Response Form, at Appendix D, providing proposed per meal cost for accomplishing the scope of work. The submitted price shall remain firm for the first twenty-four (24) months of service. The pricing for each subsequent year, will be evaluated based upon Consumer Price Index (CPI), not to exceed five (5) percent annually. Price adjustments shall be established in the fully executed contract. State gross receipts and local option taxes (if

any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

6. Desirable Specification (20 points)

a. Records (10 Points)

Offerors shall maintain complete and accurate electronic medical records of detainees served. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Responsiveness (10 Points)

Offerors shall respond to concerns expressed by RCDC Administration within a reasonable time not to exceed seven (7) days. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

7. References (10 Points)

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

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. 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 APPENDIX B)

D. Additional Alternative Services

The following services are to be proposed as "add-on" services, offered and priced separately, thus not included in the base price proposal.

1. Pre-employment physicals for potential Roosevelt County Detention employees
2. Hepatitis B vaccinations for Roosevelt County safety sensitive employees
3. Flu vaccines for Roosevelt County employees
4. TB testing for Roosevelt County employees

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	Response to Scope of Services	30
IV.B.2	Company Profile	20
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Insurance	0*
IV.B.5	Cost	20
IV.B.6.a	Records	10
IV. B.6.b	Responsiveness	10
IV.B.7	References	10
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
IV.D	Additional Alternative Services	0
TOTAL		100

*Pass/Fail only.

B. REFERENCES

Based upon the initial evaluation and ranking, references will be contacted for the top ranked offerors

C. 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.

D. NEGOTIATIONS

County shall receive a copy of the offeror’s policy and procedures upon request during negotiations. County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is 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 with the highest ranked proposal 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 second 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.

E. EVALUATION PROCESS

1. An Evaluation Committee selected by the Procurement Manager 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.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified.
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, and will be recommended for award. 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

Comprehensive Detainee Medical, Mental and Ancillary Healthcare Services
for Roosevelt County Detention Center
2023-07

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 G.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 2:00 PM March 28, 2023. 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. This form shall be returned via email to the address below.

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.

Liliana Rivera, Certified Procurement Officer
2023-07
Roosevelt County
109 W. First St.
Portales, NM 88130
E-mail: lrivera@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

**COMPREHENSIVE DETAINEE MEDICAL, MENTAL AND ANCILLARY
HEALTHCARE SERVICES FOR ROOSEVELT COUNTY DETENTION
CENTER PROPOSAL COST FORM**

APPENDIX C

COMPREHENSIVE DETAINEE MEDICAL, MENTAL AND ANCILLARY HEALTHCARE SERVICES FOR ROOSEVELT COUNTY DETENTION CENTER PROPOSAL COST FORM

This form must be completed and included as part of the proposal document.

ALL PRICES AND NOTATIONS MUST BE IN INK OR TYPEWRITTEN. MISTAKES MAY BE CROSSED AND CORRECTIONS TYPED ADJACENT, BUT MUST BE INITIALED IN INK BY PERSON SIGNING THE BID. DO NOT INCLUDE TAX IN PROPOSAL.

Total Annual Gross Cost for Facility Healthcare Services

: \$ _____

Total Annual Gross Cost for MAT Services

: \$ _____

Additional Alternative Services

The following services are to be proposed as “add-on” services, offered and priced separately, thus not included in the base price proposal. Please include pricing for any of the following additional alternative services your company is willing to perform.

- 1) Pre-employment physicals for potential Roosevelt County Detention employees
- 2) Hepatitis B vaccinations for Roosevelt County safety sensitive employees
- 3) Flu vaccines for Roosevelt County employees
- 4) TB testing for Roosevelt County employees

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.

_____, 2023
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX E
RESIDENT VETERAN'S 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.