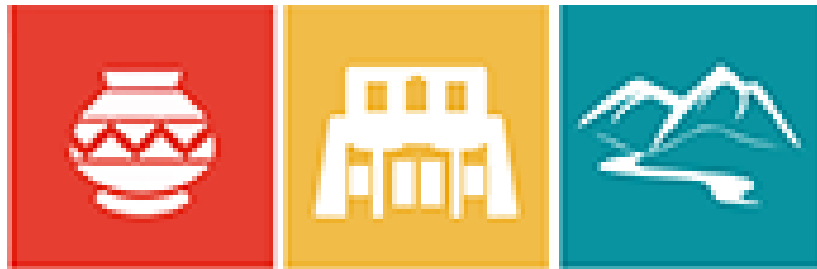


SANTA FE COUNTY
ADULT DETENTION FACILITY
REQUEST FOR PROPOSALS



SANTA FE COUNTY

RFP NO. 2023-0132-CORR/APS

**RADIO FREQUENCY IDENTIFICATION (RFID)
INMATE TRACKING SYSTEM
FOR THE SANTA FE COUNTY ADULT
DETENTION FACILITY (SFCADF)**

NM COMMODITY CODES: 68059 & 68071

JANUARY 2023

TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	4
II. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
B. SCOPE OF WORK.....	5
C. INSURANCE REQUIREMENTS.....	9
D. PROCUREMENT SPECIALIST.....	10
E. DEFINITION OF TERMINOLOGY.....	10
III. CONDITIONS GOVERNING THE PROCUREMENT.....	13
A. SEQUENCE OF EVENTS.....	13
B. EXPLANATION OF EVENTS.....	14
1. Issuance of RFP.....	14
2. Pre-Proposal Conference.....	14
3. Acknowledgement of Receipt Form Due.....	14
4. Deadline to Submit Additional Written Questions.....	14
5. Response to Written Questions.....	14
6. Submission of Proposals.....	15
7. Proposal Evaluation.....	15
8. Selection of Finalists (If Applicable).....	15
9. Best and Final Offers from Finalists (If Applicable).....	16
10. Oral Presentations by Finalists (If Applicable).....	16
11. Contract Negotiations.....	16
12. Contract Award.....	16
13. Right to Protest.....	16
C. GENERAL REQUIREMENTS.....	17
1. Acceptance of Conditions Governing the Procurement.....	17
2. Incurring Cost.....	17
3. Prime Contractor Responsibility.....	17
4. Subcontractors.....	17
5. Amended Proposals.....	17
6. Offerors' Rights to Withdraw Proposal.....	18
7. Proposal Firm Offer.....	18
8. Disclosure of Proposed Contents.....	18
9. No Obligation.....	18
10. Termination.....	19
11. Sufficient Appropriation.....	19
12. Legal Review.....	19
13. Governing Law.....	19
14. Basis for Proposal.....	19
15. Contract Terms and Conditions.....	19
16. Contract Deviations.....	19
17. Offeror Qualifications.....	20

18. Right to Waive Minor Irregularities20

19. Change in Contractor Representatives20

20. Notice20

21. County Rights20

22. Right to Publish.....20

23. Ownership of Proposals20

24. Electronic Mail Address Required21

25. Preferences in Procurement by Santa Fe County.....21

26. Double-Sided Documents22

27. Living Wage.....22

IV. RESPONSE FORMAT AND ORGANIZATION23

 A. NUMBER OF RESPONSES23

 B. NUMBER OF COPIES23

 C. PROPOSAL FORMAT.....23

 1. Proposal Organization.....23

 2. Letter of Transmittal24

V. SPECIFICATIONS25

 A. INFORMATION.....25

 1. Time Frame25

 B. MANDATORY SPECIFICATIONS25

 1. Introduction.....25

 2. Technical Competence and Specialized Experience.....25

 3. Evidence of Understanding Scope of Work.....25

 4. Capacity and Capability26

 C. COST PROPOSAL26

VI. EVALUATION27

 A. EVALUATION SCORING27

 B. EVALUATION PROCESS.....27

APPENDICES:

 A. Acknowledgement of Receipt Form29

 B. Campaign Contribution Disclosure Form30

 C. Resident Veterans Preference Certification33

 D. Proposed Fee Schedule35

 E. Sample Agreement36

**I. ADVERTISEMENT
SANTA FE COUNTY**

**RADIO FREQUENCY IDENTIFICATION (RFID) INMATE TRACKING SYSTEM FOR
INMATES FOR THE SANTA FE COUNTY ADULT DETENTION FACILITY (SFCADF)
RFP NO. 2023-0132-CORR/APS**

The Santa Fe County Adult Detention Facility is requesting proposals from qualified vendors or firms to provide RFID inmate tracking system for the Santa Fe County Adult Detention Facility (SFCADF). All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a seal container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Thursday, March 2, 2023 at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501**. To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission <https://www.dropbox.com/request/IIWKxJPdNK1WXE7KxmiT>.

By submitting a proposal for the requested services each Offeror is certifying that it is qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on at **10:00AM on Wednesday, February 8, 2023 online via WebEx using link provided or by calling (408) 418-9388 meeting number: 2497 247 7362. Attendance is not mandatory but highly recommended.**
<https://sfco.webex.com/sfco/j.php?MTID=m58c6762e0b60aa436c6f9bd0c92503df>

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Amanda Patterson-Sanchez, Procurement Planner Analyst, 102 Grant Avenue, Santa Fe, New Mexico 87501, by telephone at (505) 992-6753 or by email at apatterson-sanchez@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Adult Detention Facility
Publish: January 29th & 30th, 2023

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Santa Fe County Adult Detention Facility (SFCADF) is seeking a vendor to provide an electronic system that utilizes a hand held mobile Android device that will track detainee movement, services, and location via Radio Frequency Identification (RFID) wristbands, RFID location tags, and RFID cards and/or fobs. The tracking system must include configuration, implementation, training, ongoing maintenance and technical support. The SFCADF has a maximum capacity of 612 inmates. In the past year the average daily count of inmates has been 284 inmates.

RFID Inmate Tracking System has been determined to meet SFCADF's needs in automating key operational workflows, tasks, and detention reporting requirements as mandated by detention standards, including, but not limited to: tracking inmate movements via high-frequency RFID wristbands RFID location tags, RFID cards and/or fobs, mobile and/or fixed RFID readers, logging cell checks and security checks via fixed RFID Tags, automating headcounts, and more. All electronic log entries must record inmate name, booking number, officer ID, and date/time. Electronically captured data cannot be edited, deleted, or altered in any way.

B. SCOPE OF WORK

Santa Fe County Adult Detention Facility is seeking a RFID Inmate Tracking System including, but is not limited to, the following activities:

- a) Project Plan: Offeror shall prepare a project plan which includes: identify system requirements; analyze the county's detention facility environment, define the project objectives and scope, estimate high-level project activities' completion dates and describe milestones. The Offeror will also describe the feasibility of the project; outline the development of the project plan, software quality assurance plan, software configuration management plan and their approval process. The Offeror will identify hardware specification for servers and hand-held devices.
- b) Requirements Definitions: Offeror shall prepare an analysis of the County's current manual system, business practices, processes and needs. Offeror shall prepare the translation of those processes and needs into formal requirements and plan the testing activities to validate the performance of the software products.
- c) Functional Design: Offeror shall provide the overall structure of the software product defined from a functional viewpoint to include the logical system flow, data or organization system inputs and outputs, processing rules and operational characteristics of the software production from the County's point of view.
- d) System Design: The Offeror shall provide the County with user-oriented functional design specifications that are translated into a set of technical, computer-oriented system design specifications. The design should depict exactly how the County will utilize the software and identify table data and/or any development required. Flow charts and graphics shall be included as part of the system design.

- e) Integration and Testing: The Offeror shall ensure that all software components are integrated and tested to determine whether the software product meets predetermined functionality, performance, quality, interface and security requirements. Offeror shall supervise initial functionality testing, including tests with sample data, test cases with real data and test using converted data in a controlled environment. Offeror shall provide on-site management, supervision and assistance to plan, prepare, assist and supervise system testing, as well as the comprehensive system structure.
- f) User testing shall be structured to include many of the anticipated users, with training for users on test protocols and system expectations as part of the test preparation work and supervision throughout the testing process.
- g) Certain phrases of the testing shall be oriented towards exception testing, where the system is tested with invalid and out of range data.

1) Functional Requirements

- a) Tracking movement and services of all active detainees in an adult detention facility.
 - i. The adult facility has Wi-Fi coverage (currently upgrading Wi-Fi).
 - ii. 30 or more device users may be in use at any time.
- b) System must be scalable, allowing the addition of more handheld devices and RFID tags in the future.
- c) Offeror must provide an implementation team to guide and assist through the implementation process.
 - i. Offeror must be able to train SFCADF staff as trainers on the system or provide a web based training for future employees.
- d) System must have a two-way interface with SFCADF Jail Management Software (currently X-Jail but must be able to interface with most major JMS systems) so that inmate demographics, housing assignments, booking photos, inmate restrictions, and keep separates are automatically shared with both the system and JMS in real time.
- e) System must have cloud based data storage accessible through Web browsers.
- f) System must use an ultra-rugged Android device.
- g) System must use high frequency RFID tags that are waterproof, dust proof, shock proof, tamper proof, shatter proof, non-hardwired units and/or RFID wristbands or RFID cards and support Wi-Fi.
- h) System must have audit capabilities and comply with New Mexico records and regulations. Records retention and disposition schedules are filed as state rules and are compiled in the New Mexico Administrative Code (NMAC). The official rule for Functional Retention and Disposition Schedule is the 1.21.2 NMAC.
- i) **Preferred but not required:** Wristbands/devices with the ability to monitor inmate vitals including but not limited to oxygen levels, heart rates and/or blood pressure.

2) General System Requirements

The proposed system must:

- a) Support real-time or near real-time interface with jail management system (X-Jail) to share offender demographics information.
- b) Have the ability to function and record data offline in the temporary absence of Wi-Fi
- c) Use a ruggedized Android device that is durable and suitable for use in a detention center environment.
- d) Use high frequency (13.56 MHz) RFID tags.
- e) Have department configurable user interface.
- f) Support digital touch screen codes, customizable by system administrators and applied by end users to collect offender observations and activities.
- g) System must be capable of producing reports detailing detainee movement, programs, supplies, and officer compliance information on demand.
- h) System must be capable of capturing a written inmate signature for services and/or items received.
- i) System must be capable of sending alerts to users and/or supervisors when security rounds are late or missed. Additionally, handheld units must be capable of receiving alerts when security rounds are due.
- j) Enable users to create a unique PIN to authenticate login privileges or login via RFID fob or RFID card.
- k) Support known Web browsers, such as Chrome or Firefox.

3) Android Device Requirements

The handheld device must:

- a) Use the most current version of Android.
- b) Be Wi-Fi enabled.
- c) Meet at least MIL-STD-810F military standards for drops, vibration, humidity, altitude, and extreme temperatures, and include and docking station with two spare swappable batteries.
- d) Must accept RFID login credentials, either by RFID key fob or RFID card.
- e) Use an embedded high resolution camera that will capture still images and video.
- f) Utilize voice to text transcription.
- g) Have language translation capabilities.
- h) Synchronize data via secure HTTPS connection.
- i) Be waterproof and dustproof.
- j) Include a docking cradle with built-in Ethernet, and simultaneously charge the device and a spare battery.
- k) Include at least two 6400 mAh lithium ion batteries.
- l) Carry a three-year warranty with accident protection coverage.

4) Reporting Requirements

The system must support these reporting capabilities:

- a) Export data into multiple file formats such as PDF, Excel, HTML, and XML to be printed or saved to a local area network;
- b) Use exploratory data analysis software to produce visualization, charts, graphs and tables of recorded data.
- c) Automatically generate and send reports via email to select recipients; and

- d) Filter reports by date, time, housing unit, inmate name, booking number and officer ID. Report offerings should include but not limited to:
- i. Inmate Activity
 - ii. Housing Activity
 - iii. Round Compliance
 - iv. Meals Passed
 - v. Recreation
 - vi. Indigent Supply Pass
 - vii. Movement
 - viii. Suicide/Medical Confinement
 - ix. Medical Pass
 - x. Incident
 - xi. Officer Activity

5) Maintenance

Offeror shall make available maintenance services for the software to meet the agency's on-going performance requirement for as long as the agency utilizes the software.

6) Training and Installation

Offeror shall provide at no additional cost:

- a) Technical/Customer service support offered by phone at least 8 hours a day
- b) Technical/Customer service support offered by phone or email 24/7.

All training must be satisfactory to SFCADF.

7) Installation and Acceptance

- a) Offeror shall install the software on-site to verify software readiness with the supplied hardware and conduct functionality testing. The objectives of the activities in this stage are to verify the software products meet design requirements and to obtain the County's acceptance and approval of the software product(s).
- b) The County reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at the end of each phase of system installation and implementation of the County's site and lasting for a maximum of six (6) months. The County also reserves the right to have an independent contractor audit the system to obtain reasonable assurance pertaining to the functions pertaining, auditability and related controls of the system. At any time before the end of the six (6) month period, if the specifications or requirements of this agreement, or that features or functions said to be present in the contractor's proposal are absent or do not function properly, the County may execute any of all of the following:
 - a. Have the Offeror modify the installed software to eliminate the deficiency to the County's satisfactions.
 - b. Have the Offeror re-install a new copy of the software.
 - c. Extend the acceptance testing period for a period of thirty (30) days to allow time for the Offeror to remedy the problems.
 - d. Remove the application software, cancel this Agreement and recover payments extended from County funds.

- c) **On-Site Training and Assistance:** Offeror shall provide continued on-site resources for the initial system start-up, including debugging, help-response to users, one on one training with critical users, and other recommend approaches to ensure a smooth implementation. The Offeror will provide all supporting technical user documentations, help files, data files, libraries, software customizations and modifications will be made by the contractor for the amount listed. Any changes to the documentation or items listed above due to revisions or enhancements to the contractor's software along with testing and training will be provided to the County by the contractor at no additional charge.
- d) **Maintenance:** The Offeror shall provide support for the RFID System to include: existing software support, updates to supplemental files, revision to documentation, utilities, and new functionality through software upgrades. The Offeror shall provide twenty-four (24) hour unlimited telephone technical support for SFCADF staff members and members of Santa Fe County Information Technology (SFCIT) staff.

8) **Schedule**

- a) Based on the information listed in the previous sections, the contractor will provide a schedule to include milestones, dates and deliverables as described in the RFP. Contractor should propose a schedule that will be the most successful and appropriate to the project. There may be times requirements that drive the completion other than those established by the Professional Services Agreement or otherwise agreed to with the County.
- b) Once the project schedule is defined and approved by the County, the contractor will make an effort to ensure that all activities are completed to the satisfaction of the County. The contractor shall notify the County in writing as soon as it is reasonable possible, the delay of any established milestone. The written notification shall include justification and also suggest remedies to resume the agreed upon schedule.
- c) Significant delay of two (2) weeks or more, not due to the customer delays or changes, shall be justified in writing. The project timeline shall be modified to accommodate the delay.

D. **INSURANCE REQUIREMENTS**

The insurance required by Offeror are listed below.

- a. **General Conditions.** Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- b. **General Liability Insurance, Including Automobile.** Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by

Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.

- c. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance
- e. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

E. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Amanda Patterson-Sanchez, Procurement Planner Analyst
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Phone (505) 995-6753
Fax (505) 989-3243
apatterson-sanchez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. *Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.*

F. DEFINITION OF TERMINOLOGY

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

“**BCC**” means the elected Board of County Commissioners.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

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

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

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

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

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

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

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

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative Services Department.

“Request for Proposals” or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

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III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	January 29 th & 30 th
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	February 8th
3.	Acknowledgement Form Due	Offerors	February 10th
4.	Deadline to Submit Additional Questions	Offerors	February 10th
5.	Response to Written Questions	Purchasing Division	February 15 th
6.	Submission of Proposal	Offerors	March 2nd 2:00PM MST
7.	Proposal Evaluation Briefing	Evaluation Committee	March, 2023
8.	Selection of Finalists (If Applicable)	Evaluation Committee	March, 2023
9.	Oral Presentation by Finalists (If Applicable)	Offeror	
10.	Contract Negotiations	County, Offeror	April, 2023
11.	Contract Award	Purchasing Division	April, 2023

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Adult Detention Facility and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference are scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to apatterson-sanchez@santafecountynm.gov.** A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference.

3. Acknowledgement of Receipt Form

Potential offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on *February 10, 2023*.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN (STANDARD TIME) ON Thursday, March 2, 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 Specialist at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals No. 2023-0132-CORR/APS. Proposals may also be submitted electronically via DropBox at the link provided below.**
<https://www.dropbox.com/request/IIWKxJPdNK1WXE7KxmiT>

Proposals must be delivered to:

Amanda Patterson-Sanchez, Procurement Planner Analyst
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Specialist may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico, or the Oral may be as a virtual presentation. Each presentation is typically limited to one (1) hour in duration.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to terminate contract negotiations and enter into contract negotiations with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist.

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

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Purchasing Division
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

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 contract template attached hereto as Appendix E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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. Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Specialist. 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, will be considered firm for sixty (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-7, NMSA 1978. The price 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 Santa Fe Procurement Manager 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 procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 County 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 termination 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 County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist 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 the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted

with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe County

a. New Mexico In-state Preference

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor’s payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. New Mexico Resident Veteran Preference

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the

evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

The resident business preference is not cumulative with the resident veteran business preference.

AND

c. Santa Fe County Preference

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

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IV. 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 one (1) original and four (4) identical copies of their proposals to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals. If submitting responses electronically via DropBox, please submit two (2) separate files: one file for the proposal response and a separate file the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 paper, with a font **no smaller than 12pt. pitch**, with nominal 1” margins and single line spacing. Proposals shall be bound with tabs delineating each section. To combat the spread of the recent COVID-19 illness, the submission Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload proposal submission <https://www.dropbox.com/request/IIWKxJPdNK1WXE7KxmiT>.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Response to Specifications – Evaluation Factors
- d) Copy of insurance certificate
- e) Cost Proposal (**One in separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file**)
- f) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

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V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. **INFORMATION**

Time Frame

The contract is schedule to begin April, 2023. Santa Fe County intends on awarding a contract with an initial term of four years.

B. **EVALUATION FACTORS**

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category, as points are assigned for responses to each.

1. **Introduction**

- Describe the Offerors vision/mission and business philosophy.
- Provide an overview of your firm, including evidence of implementation an RFID Inmate Tracking System.

2. **Technical Competence and Specialized Experience**

- Provide information about your organization’s specific technical experience with providing services comparable to the Scope of Work required in this RFP.
- Include years of experience providing these services for similar government entities of comparable size and complexity.
- Indicate the relevance of previous service contracts to the scope of work, including any specialized experience.
- Describe your organization’s specific knowledge, skills and ability to design and implement an RFID software system for a Correctional facility or similar secure facility.
- Demonstrate your organization’s software functionality and capabilities.

3. **Evidence of Understanding Scope of Work**

- Provide an in-depth response and understanding of the requested Scope of Work.
- Describe the services to be provided that correlates to the scope of work. Include information regarding the work plan.
- Specify how your services will meet and exceed the requirements of Santa Fe County Adult Detention Facility.
- Briefly describe your Firm’s or organization’s implementation plan and estimated “go-live” timeframe. (not dates, but number of weeks)
- Provide information regarding hosting, data recovery plan, data conversion.

- Discuss challenges, limitations or restrictions that might be expected based on this service, including existing conditions, location, site or any other factors.

4. Capacity and Capability

- Include your team’s organization and working relationships.
- Explain your project team’s current workload and projected workload as demonstrating the ability to successfully provide and complete the requirements of the scope of services in a timely manner.
- Include information of any subcontractor, consultant or third-party contracts that the Offeror has indicated to be part of the project team including what areas of work they will perform.
- Any services that cannot be provided as required shall be noted.

- C. **COST PROPOSAL (Appendix D)** - Provide in a separate sealed envelope with the original proposal ONLY (do not include in each of the four additional copies, if submitting electronically, please submit in a separate file in Dropbox).

Offeror shall propose its cost for the tasks listed in the scope of work. A cost sheet is provided in Appendix D.

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VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the follow points:

- 1. Introduction..... **100 points**
- 2. Technical Competence & Specialized Experience..... **300 points**
- 3. Evidence of Understanding Scope **300 points**
- 4. Capacity & Capability **300 points**
- TOTAL POINTS..... 1000 points**

PREFERENCES

If a proposal contains an ID-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied:

- 6. NM State Resident Business Certificate**50 points**
- Or
- 7. Resident Veteran Business Certificate**100 points**
- And
- 8. Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations". Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the 'shortlisted' evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**RADIOFREQUENCY IDENTIFICATION (RFID) BRACELETS
FOR INMATE TRACKING**

RFP 2023-0132-CORR/APS

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on *February 10, 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 County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Amanda Patterson-Sanchez, Procurement Planner Analyst
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 505-992-6753
(505) 989-3243
apatterson-sanchez@santafecountynm.gov

APPENDIX B

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

Furthermore the state agency or local public body shall void and 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 law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRATOR 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.

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

“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: _____
(Completed by State Agency or Local Public Body)

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)

APPENDIX C

Resident Veterans Preference Certification

_____ (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 discount 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 discount 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 discount 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 Sections 13-1-21 or 13-1-22 NMSA 1978, which 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 of 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 un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
PROPOSED FEE SCHEDULE**

(APPENDIX D IS TO BE SUBMITTED WITH THE ORIGINAL PROPOSAL ONLY OR IF SUBMITTING ELECTRONICALLY VIA DROPBOX, SEND IN A SEPARATE FILE NAMED PROPOSED FEE SCHEDULE)

Vendor Name: _____ **Address:** _____

Phone: _____ **Email:** _____

- Please offer your best price for all services as specified in the RFP’s Scope of Work.
- Please also include a cost proposal summary which includes the implementation schedule for each task, what is included in the cost, deliverables, estimated time frame and man hours.

Cost for Implementation thru Production: \$ _____

On-going annual maintenance and support after acceptance: \$ _____

Hosting costs: \$ _____

Additional device costs \$ _____ (each)

You may attach your standard quote sheet in addition to this Appendix D.

**APPENDIX E
SAMPLE AGREEMENT**

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
[NAME OF CONTRACTOR OR VENDOR]
FOR RADIO FREQUENCY IDENTIFICATION (RFID) INMATE TRACKING
SOFTWARE**

THIS AGREEMENT is made and entered into this _____ day of _____ 2022, by and between **SANTA FE COUNTY**, hereinafter referred to as the “County” and **[CONTRACTOR’S NAME]**, whose principal address is **[CONTRACTOR’S ADDRESS]** hereinafter referred to as the “Contractor”.

WHEREAS, the Santa Fe County Public Safety Department provides RFID inmate Tracking System at the Santa Fe County Adult Detention Facility; and

WHEREAS, pursuant to NMSA 1978 13-1-112, the County issued Request for Proposal (RFP) No. 2023-0132-CORR/APS to solicit for RFID Inmate Tracking System; and

WHEREAS, the County determines the Contractor is the most qualified offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall provide, without limitation, the following services.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as described in Exhibit A Proposed Fee Schedule.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be _____, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching

party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted

subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges

and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

C.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Adult Detention Facility
28 Camino Justicia
Santa Fe, New Mexico 87507

To the Contractor: **[CONTRACTOR’S NAME AND ADDRESS]**

24. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor’s obligations hereunder do not conflict with Contractor’s corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor’s behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this

Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form

Jeff Young
Santa Fe County Attorney

Date

Finance Department

Yvonne S. Herrera
Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print name & title)