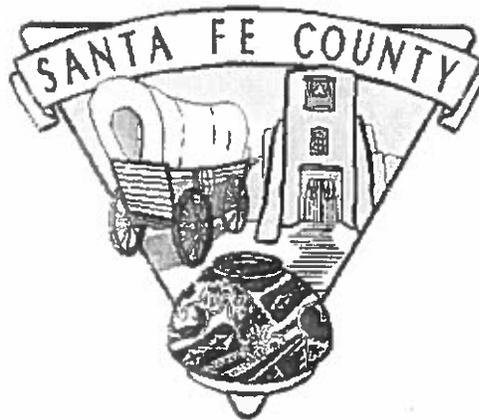


**SANTA FE COUNTY
COMMUNITY SERVICES DEPARTMENT
REQUEST FOR PROPOSALS**



**PLANNING AND OPERATION OF THE NEW
BEHAVIORAL HEALTH CRISIS CENTER
IN SANTA FE COUNTY**

RFP NO. 2018-0144-CSD/MAM

OCTOBER 2017

TABLE OF CONTENTS

PAGE NO.

- I. ADVERTISEMENT4
- II. CONTRACT OBJECTIVES.....5
 - A. BACKGROUND & PURPOSE OF THIS REQUEST FOR PROPOSAL5
 - B. SCOPE OF WORK.....6
 - C. OPERATIONAL BUDGET6
 - D. QUALIFICATIONS8
 - E. INSURANCE8
 - F. PROCUREMENT MANAGER9
 - G. DEFINITION OF TERMINOLOGY9
- III. CONDITIONS GOVERNING THE PROCUREMENT..... 11
 - A. SEQUENCE OF EVENTS 11
 - B. EXPLANATION OF EVENTS 12
 - 1. Issuance of RFP 12
 - 2. Pre-Proposal Conference 12
 - 3. Acknowledgement of Receipt Form Due 12
 - 4. Deadline to Submit Additional Written Questions..... 12
 - 5. Response to Written Questions 12
 - 6. Submission of Proposals..... 13
 - 7. Proposal Evaluation 13
 - 8. Selection of Finalists..... 13
 - 9. Best and Final Offers from Finalists (If Applicable)..... 13
 - 10. Oral Presentations by Finalists (If Applicable) 14
 - 11. Contract Negotiations 14
 - 12. Contract Award..... 14
 - 13. Right to Protest 14
 - C. GENERAL REQUIREMENTS 15
 - 1. Acceptance of Conditions Governing the Procurement 15
 - 2. Incurring Cost 15
 - 3. Prime Contractor Responsibility..... 15
 - 4. Subcontractors 15
 - 5. Amended Proposals..... 15
 - 6. Offerors’ Rights to Withdraw Proposal 15
 - 7. Proposal Offer Firm 16
 - 8. Disclosure of Proposed Contents..... 16
 - 9. No Obligation 16
 - 10. Termination..... 16
 - 11. Sufficient Appropriation 16
 - 12. Legal Review 17
 - 13. Governing Law 17
 - 14. Basis for Proposal 17
 - 15. Contract Terms and Conditions 17
 - 16. Offerors’ Terms and Conditions 17

17. Contract Deviations	17
18. Offeror Qualifications	18
19. Right to Waive Minor Irregularities.....	18
20. Change in Contractor Representatives.....	18
21. Notice.....	18
22. County Rights	18
23. Right to Publish	18
24. Ownership of Proposals	18
25. Electronic Mail Address.....	19
26. Preference in Procurement by Santa Fe County	19
27. Double-Sided Documents	20
28. Living Wage.....	20
IV. RESPONSE FORMAT AND ORGANIZATION	20
A. NUMBER OF RESPONSES	21
B. NUMBER OF COPIES.....	21
C. PROPOSAL FORMAT.....	21
1. Proposal Organization	21
2. Letter of Transmittal	22
V. EVALUATION CRITERIA	23
A. INFORMATION	23
1. Time Frame.....	23
B. MANDATORY EVALUATION FACTORS.....	23
1. Target Population and Admission Criteria	23
2. Plan for Medical Clearance	23
3. Plan for Provisions of Service	23
4. Staffing Plan for Provisions of Services.....	24
5. Reporting	24
6. Security.....	25
7. Information Sharing.....	25
8. Community and County Collaboration.....	25
9. Planning	25
10. Budget.....	26
VI. EVALUATION	27
A. EVALUATION SCORING.....	27
B. EVALUATION PROCESS	28
APPENDICES:	
A. Acknowledgement of Receipt Form.....	29
B. Campaign Contribution Disclosure Form.....	30
C. Resident Veterans Preference Certification	33
D. Sample Agreement.....	35

I. ADVERTISEMENT

**REQUEST FOR PROPOSALS
PLANNING AND OPERATION OF THE NEW BEHAVIORAL HEALTH CRISIS
CENTER
RFP #2018-0144-CSD/MAM**

The Santa Fe County Community Services Department (CSD) is requesting proposals from qualified Offerors to serve as the primary partner for the planning and operation of a Behavioral Health Crisis Center in Santa Fe County. The Contractor will be co-located with other providers of detoxification and intensive navigation services. 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 sealed 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 2:00 PM on Thursday, November 30, 2017, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on **Thursday, November 9, 2017** at 2:00 PM at the Santa Fe County Community Services Department, located at 2052 S. Galisteo Street, Santa Fe, New Mexico 87501. Attendance to the pre-proposal conference is mandatory.

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 are available by contacting Maricela Martinez, Procurement Specialist Senior at 142 W. Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or by telephone at (505) 992-9864, or by email at mmarmion@santafecountynm.gov or on the county's website at [http://www.santafecountynm.gov/asd/current bid solicitations](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
Purchasing Division
Advertised October 29 & 30, 2017

II. CONTRACT OBJECTIVES

A. PURPOSE AND BACKGROUND OF THE REQUEST FOR PROPOSAL

The CSD is requesting the release of a Request for Proposals (RFP) to choose a Contractor to serve as the primary partner for the Phase One (Planning) and Phase Two (Operation) of a Crisis Center for people experiencing a behavioral health crisis in Santa Fe County and their families. The goal of the County Crisis Center is: *“To provide a safe and secure place for Santa Fe County adults with behavioral health issues (mental illnesses and/or addictions) and their families and caregivers to find information and receive assistance in times of crisis, and to provide linkage with needed community services.”* Services must be provided in a culturally competent manner with special attention paid to the needs of individuals and family members who are experiencing crisis. Measurable goals identified by the County include, but are not limited to, the following:

- To reduce unnecessary admission to hospital emergency departments.
- To prevent unnecessary detainment of individuals in criminal facilities.
- To provide immediate crisis management and de-escalation support.
- To ensure individuals are connected with ongoing clinical and social support, including navigation, to prevent further crisis.
- To reduce the number of suicides in Santa Fe County
- To reduce inefficiencies in the system, including the cost of law enforcement and jail services.
- To increase provider alignment on systems issues, including identifying and solving problems with the system of care

The Contractor will assume the primary responsibility for the planning and operation of crisis services within the Crisis Center, including, but not limited to, the development and operation of a Mobile Crisis Response Team; a Living Room model; and direct crisis services, such as assessment, stabilization and pharmacy. The Contractor will be co-located with other providers of detoxification programs and intensive navigation services. Services will be limited to adults 18 years of age and older and their family members and will be provided at a County-owned building located at 2052 Galisteo in Santa Fe, New Mexico. Phase One activities will be limited to planning, which will last for a time period of approximately one year. Phase Two will begin as the Crisis Center opens for service.

In 2013, Santa Fe County Community Services Department (CSD), in partnership with CHRISTUS St. Vincent, released *A Community Health Profile: Santa Fe County 2013*, which provided data on health care needs in Santa Fe County (County). In 2014, CSD used this data, in conjunction with information gathered at a series of public meetings, to develop the *Santa Fe County Health Action Plan*, setting the following six high-priority health goals for the County:

- Increase enrollment in health insurance
- Reduce drug abuse
- Reduce alcohol abuse
- Reduce suicides
- Reduce low birth weight babies
- Increase consumption of healthy foods

In 2014, the Affordable Care Act and changes in state statute led the County to change its process of funding health care providers from a strictly claims-based system to include value based contracts with nonprofit community providers, in order to address the priorities set forth in the *Health Action Plan*. Beginning in late 2015, the County began contracting with local providers for specific health care services, including the development of a Mobile Crisis Response Team and services for high-risk pregnant women. Because at least half of the County’s six high-priority health goals are directly linked to behavioral health (not to mention at least three of the five medium-priority goals), the County invested heavily in services to prevent, treat, and support individuals experiencing mental illness and substance abuse disorders and their families.

In May of 2016, the County held a Behavioral Health Summit in Santa Fe, New Mexico attended by over 300 individuals. Participants in the Summit overwhelmingly urged the County to develop a behavioral health crisis center. In November of 2016, County voters approved a bond that authorized \$2 million in capital funds for the crisis center. Voters also supported an advisory question regarding an increase in the County gross receipts tax for behavioral health services.

Over the past year, the CSD, with input and guidance from Hyde and Associates and the larger behavioral health community, has been researching and planning for a behavioral health crisis center. The County is proceeding with plans for an integrated model of service delivery that includes both the development of new crisis services and the co-location of existing supplemental services. The Santa Fe County Crisis Center will provide the community with a total array of services to include:

Living Room Model with Peer Supports	Mobile Crisis Response Team	Crisis Triage/Assessment/Brief Intervention/Pharmacy	Navigation Center Offices and Information (co-located)	Safe Sobering Services (co-located)	Residential Detoxification/Treatment Services (co-located)
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On June 27, 2017, the Santa Fe County Board of County Commissioners voted a one-eighth increase in the County’s gross receipts tax in order to support the operations of a crisis center. In addition, the New Mexico Department of Health and the New Mexico Human Services Department are in the process of promulgating rules on crisis centers throughout the state, possibly opening the door to additional public dollars that may be utilized for the County Crisis Center.

B. SCOPE OF WORK

This Request for Proposals is to choose a Contractor to serve as a primary partner for Phase One (Planning) and Phase Two (Operation) of a Crisis Center for people experiencing a behavioral health crisis in Santa Fe County. The recovery oriented services offered in a voluntary treatment setting will promote the provision of mental health care and integrated triage for individuals who may be in a situational crisis; have primary diagnoses of mental illness; and co-occurring substance use disorders. In addition, Contractor will be responsible for connecting individuals with services that may be involuntary, or may require alternative decision makers such as treatment guardians.

The Contractor shall provide the following scope of services that includes, but is not limited to the following components:

Phase I - Planning

- Interface with the County Program Manager, Architect and construction contractor during the plan, design, construct and equip phases of the Crisis Center.
- Work with County staff, local area hospitals, tribal entities and co-located services to develop and establish Agreements regarding the operation of the Center.
- Work with the County and other partners to execute information sharing agreements.
- Work with Law Enforcement entities to develop criteria and protocols for client flow.
- Engage with community based partners including NAMI, the Courts, Tribal entities, peers, local hospitals, the County Jail and others to participate in planning activities for the Crisis Center.

Phase II – Operations

- Provide admission criteria and requirements for the defined population to be served and assure the connection of services for those clients.
- Provide the plan and policies for medical clearances for both onsite services, as well as medical clearance policies for in the field, to prevent use of hospital emergency departments or EMS for non-emergency services.
- Provide direct services to persons with behavioral health needs who are experiencing a crisis, to include:

Array of Services to be provided at the Crisis Center:

1. **24/7 Mobile Crisis Response Team;**
2. **A living room therapeutic model** for people with behavioral health disorders to include peer supports;
3. **Screening, and brief intervention:** Include within the description the screening tool that will be utilized at the Crisis Center;
4. **Triage and Assessment:** Determination of the problem(s) creating the crisis situation and the immediate and longer term needs of the individual (and family);
5. **Stabilization:** Clinical and social services (including medication, basic lab work, crisis counseling and support, and likely food, clothing and a place to rest) designed to de-escalate the immediate and often debilitating issues while engaging the individual in necessary longer term services;
6. **Pharmacy:** Immediate access to pharmacy services as deemed appropriate. The Contractor should explain how this service will be billed within the context of the Crisis Center, as well as how refills will be obtained in the instance that individual clients may not be linked to stable care.
7. **Transportation Services:** Transportation of clients as needed;
8. **Short Term Respite:** How people will obtain a short term place to stay while they are being connected to services;
9. **Free Standing Navigation:** Follow-up assistance to maintain a connection with the individual, family and service providers in an effort to ensure the individual has what he

or she needs to live successfully and independently in the community. Contractor must include how they will coordinate with the Santa Fe County Accountable Health Community on navigation issues; and the intensity, duration and panel size of the services provided; and must explain how services will be provided in the most mobile, client centered way possible; and

10. **Information and Resources:** For individuals, family members, first responders and providers to help in connecting with services and assisting and advocating for those who need such connections; this may include providing billing and eligibility information as well as providing up-to-date information about available community services and supports, and accompanying the individual or intervening when obtaining services is challenging.
11. **Coordination with Warm Lines/Hotline:** The Contractor should describe how they will coordinate services with existing and/or in-house hot line services.

C. OPERATIONAL BUDGET

The maximum funding from the County for the program's operational budget is 1.6 million dollars exclusive of New Mexico gross receipts tax.

D. QUALIFICATIONS

Proposals must include definitive information regarding the experience and qualifications of the proposing firm, and must include a minimum of five years of experience in providing Crisis Service to those with behavioral health disorders. Offerors must comply with Crisis Intervention Services HCPCS H2011. Offerors must be in good standing with the State of New Mexico. A statement of the company's qualifications and a description of the company's history and financial capability are required.

E. INSURANCE REQUIREMENTS

The insurance required by Offerors are listed below.

1. 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.
2. 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.

3. 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.

F. PROCUREMENT MANAGER

The County has designated a Procurement Manager 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:

Michelle A. Marmion, Procurement Specialist Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Phone (505) 992-9864
Fax (505) 989-3243
mmarmion@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

G. 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 Manager 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.

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 Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	October 29 & 30, 2017
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	November 9, 2017, 2:00pm Santa Fe County Community Services Department 2052 S. Galisteo Street Santa Fe, NM 87501
3. Acknowledgement of Receipt Form Due	Offerors	November 9, 2017 5:00pm
4. Deadline to Submit Additional Questions	Offerors	November 13, 2017
5. Response to Written Questions	Purchasing Division	November 15, 2017
6. Submission of Proposal (2:00PM – MST)	Offerors	November 30, 2017, 2:00pm SF County Purchasing Division, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501
7. Proposal Evaluation	Evaluation Committee	December 1, 2017, 4:00pm SFC Community Services, 2052 S. Galisteo St. Santa Fe, NM 87501
8. Selection of Finalists	Evaluation Committee	December 8, 2017 9:00-12:00pm SFC Community Services, 2052 S. Galisteo St. Santa Fe, NM 87501
9. Best and Final Offers from Finalists (if applicable)	Offerors	Nov., Dec. 2017
10. Oral Presentation by Finalists (if applicable)	Offerors	December 2017
11. Contract Negotiations	County, Offeror	December 2017
12. Contract Award	Purchasing Division	December 2017

Note: If the Evaluation Committee makes a selection at the Selection of Finalist, Events 9-10 will not apply.

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 Community Services Department and Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to be held on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors who attend the pre-proposal conference.

3. Acknowledgement of Receipt Form Due

A potential Offeror 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 the date indicated in the "Sequence of Events" at Section III.A.

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

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 Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail.

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 Manager 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 MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN STANDARD TIME) ON MONDAY, November 16, 2017. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, E. 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 for Planning and Operations of the New Behavioral Health Crisis Center, RFP# 2018-0144-CSD/MAM.** Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Michelle A. Marmion, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offerors who submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiating process.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager 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 Offerors.

8. **Selection of Finalists**

The Evaluation Committee may select and the Procurement Manager 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 Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Contract Negotiations

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 finalize a contract 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 Manager.

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:

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
142 W. Palace Avenue, 2nd Floor
Santa Fe, New Mexico 87501

*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 D.

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 including any payments to subcontractors. 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 Manager. 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 ninety (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**

After award, proposals, except contents for which the Offeror has made a written request for confidentiality, shall be open to public inspection. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "*proprietary*" or "*confidential*" subject to the following requirements.

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger 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 effective 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 Manager.

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 Manager 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 D.

However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

If an Offeror objects to any of the County's terms and conditions as contained in this Section or in Appendix D, that Offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. 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.

18. 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 approval by the Procurement Manager.

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 doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to approval by the Procurement Manager.

20. 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.

21. 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.

22. County Rights

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

23. 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.

24. 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.

25. **Electronic Mail Address**

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.

26. **Preference in Procurement by Santa Fe County**

a. **New Mexico Resident Business 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 Business Preference**

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state 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%, 8% or 7% 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 Business 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 Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

27. Double-Sided Documents

All submitted bid / proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 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”.

28. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 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 five (5) identical copies of their proposal to the location specified in Section II, Paragraph E, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty-five (25) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

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) Proposal Summary (optional)
- d) Response to Mandatory Evaluation Factors

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V., Paragraph B. Mandatory 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 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 accept the terms and conditions of the Agreement attached as Appendix D.

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V. EVALUATION CRITERIA

Offerors should respond in the form of a thorough narrative to each evaluation criteria. The narratives together with required supporting materials will be evaluated and assigned points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around December 2017. Santa Fe County intends on awarding a contract with a term of one (1) year with three (3) renewal periods, not to exceed a total of four (4) years.

B. MANDATORY EVALUATION FACTORS

Please explain each evaluation factor listed below. Offerors are encouraged to fully address each factor, as the number of points is based on the Offeror's comprehensive response to each.

1. Target population and Admission Criteria

The Contractor must clearly define the population that will be served at the Crisis Center, as well as the geographic area served. The Contractor shall define "crisis" as it will be used in the context of determining eligibility for service. Describe in detail the criteria that will be used for admission into the Crisis Center and eligibility for service, as well as defining those who will be ineligible for service and why. The Contractor should clearly define how they will assure the connection of services for those clients whose needs may not be able to be met at the Crisis Center with other appropriate services and service providers.

2. Plan for Medical Clearance

The Contractor must describe their plan and policy for medical clearance for those who will be served onsite at the Crisis Center. The Contractor must further describe how to involve partners in the policy, including law enforcement, the County jail, EMS, local area hospitals, and other providers of similar services to people with behavioral health challenges. Please describe how to use the policy in the field and the Center to prevent use of the hospital emergency departments or EMS, except in a true emergency situation. The final policy must be approved by the County.

3. Plan for the Provision of Services

The Contractor must submit a plan, supported by evidence, for the planning, development and provision of proposed crisis services as described on page 7 and 8, Phase II – Operations; Array of Services to be provided at the Crisis Center, numbers 1 through 11 of this document. The plan must detail how the Contractor will deliver direct services to persons with behavioral health needs who are experiencing a crisis. For each component

in the array of services to be provided the Contractor must provide the following information:

- a. A definition of the services to be provided;
- b. Proposed hours of operation of the services (to be negotiated with the County); and length of service provision;
- c. How the services will be provided and by whom (include mandatory credentials, licensure or certifications);
- d. Agency experience in providing the proposed services;
- e. Documentation, including citation of the evidence supporting the proposed provision of services;
- f. A timeline for implementing the proposed services.

In addition, the Contractor should provide the following information in the Plan:

- a. Please include a flow chart with descriptive language that shows the client trajectory of services to be provided from the time of arrival at the Crisis Center to service completion. The chart should clearly show key decision points and alternative routes of individualized service delivery.
- b. The Contractor should include a written plan to address cultural competence issues within the service delivery model, and should budget flexible funding appropriately for services for individuals who may respond better to non-traditional interventions.
- c. The Contractor should provide a minimum of three reference letters of support from current service providers in Santa Fe County.

4. **Staffing Plan:**

The proposal put forth by the Contractor must include a detailed staffing plan for each component as outlined, above. The staffing plan must include the following:

- a. Description of how the Contractor will recruit for Crisis Center positions; including the hiring of a full time Director of the Crisis Center, whose primary responsibility will be running the Crisis Center, and who will be selected with input from the County;
- b. Identification of staffing patterns for the services listed above, including the number of employees hired;
- c. Identification of key staff figures for each component, including staff resumes and qualifications as well as draft job descriptions for those not yet hired;
- d. A plan for the recruitment and A description of how the Contractor will provide medical and psychiatric coverage onsite for crisis center patients;
- e. A proposed training plan for identified personnel;
- f. A plan for the use of peers, certified or otherwise; and
- g. A plan for the use of volunteers to include liability issues.

5. **Reporting:**

Please describe how you will provide the County with a monthly report in an agreed upon form that tracks data relevant to the operation of the Crisis Center. Please also describe your capacity for monthly or quarterly billing.

6. **Security:**

Include a plan for ensuring the safety and security of both staff members and clients, while ensuring a warm and welcoming environment. Include in the security plan what mandatory training the Contractor will provide staff to prepare them to respond appropriately to individuals who may be experiencing a behavioral health crisis.

7. **Information Sharing:**

Describe the capacity of the Contractor's organization to screen for demographics, social needs and behavioral health needs. Outline the IT system the Contractor currently uses for such screenings and specify any behavioral health screening the Contractor currently does. Describe the method for providing CSD with quarterly data on social determinants of health, demographics, and emergency room and jail utilization of clients served. Describe how the Contractor will case share with other navigation partners. Describe how the County would partner with the County to develop IT solutions. Describe how you will maintain HIPAA compliance.

8. **Community and County Collaboration:**

The proposal put forth should detail how the Contractor will work with both internal and external partners. The proposal should also provide a list of regular, community based meeting that the Contractor will participate in. The Contractor should detail how they will work with the following partners:

- a. Law Enforcement
- b. First Responders
- c. Area hospitals
- d. MCOs
- e. Tribal entities
- f. Social Services
- g. The Detox Center funded by Santa Fe County
- h. Families and Peers
- i. Shelters, including Interfaith Community Shelter and St. Elizabeth's
- j. The Life Link, Solace and other behavioral health providers
- k. Co-located high utilizer groups such as HUGS, MIHO, PATH and LEAD as well as the Santa Fe County Jail

The CSD will have a Behavioral Health Administrative Program Manager, who will be a County employee, onsite at the Crisis Center. Please detail how the Contractor will interface with the Program Manager. Include specifics on how the Contractor will address such issues as incident reporting and the discussion of high profile problems. Include within the appendix of this application a draft form to be used for reporting incidents that occur at the Crisis Center.

9. **Planning:**

Year one activities will be limited to planning. Please describe how the Contractor will work with the County to plan a Crisis Center. Planning activities include, but are not limited to, the following:

- a. Working cooperatively with the County, architects, a construction contractor and co-located agencies to design a County-owned building for the Crisis Center.
- b. Working with County staff, local area hospitals, tribal entities, and co-located services to develop MOAs, MOUs and business agreements regarding the operation of the Crisis Center.
- c. Working with the County and others to execute information sharing agreements.
- d. Working with law enforcement to develop criteria and protocols for client flow.
- e. Working with community based partners including NAMI, the Courts, tribal entities, peers, local hospitals, the County jail and others to plan for the Crisis Center in Santa Fe County.

10. **BUDGET:**

*****For the response to this evaluation criteria, each offeror shall submit (1) one response in a separate sealed envelope with the original proposal only.***

The Contractor must submit a detailed line-item budget and accompanying narrative justification for a budget to provide the described array of services during Phase One (Planning) and Phase Two (Operation) of the Crisis Center in Santa Fe County. The Phase One budget should be limited to staff time who will be devoted to assisting the County in planning for a Crisis Center. The Phase Two budget must include the following:

- a. Staff salaries and benefits relative to the oversight and management of a Crisis Center in Santa Fe County. The budget should also include funding for supplies, equipment, training, security, and other expenses relative to operation of the Crisis Center;
- b. A detailed description of how the Contractor will access Medicaid, Medicare, commercial insurance and other funds to support the Center, including private and other public funds from foundation, state, city and federal sources. Please comment on your accreditation and your ability to draw down public funds;
- c. Include a line item for flexible funding for those clients in need of resources for resolving social needs including housing, transportation, food, utility payments and other related needs, including alternative therapies when appropriate; and
- d. Explain how the Contractor will work with the County to seek other resources for the county.

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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 following points:

- 1. Target Population and Admission Criteria.....50 points
- 2. Plan for Medical Clearance.....50 points
- 3. Plan for Provisions of Services.....250 points
- 4. Staffing Plan.....150 points
- 5. Reporting.....100 points
- 6. Security.....50 points
- 7. Information Sharing.....50 points
- 8. Community and County Collaboration.....100 points
- 9. Planning.....100 points
- 10. Budget.....100 points

TOTAL POINTS 1000 points

*****For this RFP, each offeror shall submit (1) response to the “Budget” evaluation factor in a separate sealed envelope with the original proposal only.***

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PREFERENCES

If a proposal contains New Mexico Resident Business Certificate or New Mexico Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied in accordance with Section 13-1-21-NMSA 1978, and the County Purchasing Regulations.

- 6. Proposal contains a valid N.M. Resident Business Certificate.....**50 points**
- OR**
- 7. Proposal contains valid N.M. Resident Veteran Business Certificate **100 points**
- AND**
- 8. Proposal contains a valid 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 Manager may contact the Offeror for clarification of the response as specified in Section III.B.7.
- 3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III.C.18.
- 4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible 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 V, will be recommended for contract award as specified in Section III.B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified Offeror. 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.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
PLANNING AND OPERATION OF THE NEW
BEHAVIORAL HEALTH CRISIS CENTER
RFP # 2018-0144-CSD/MAM**

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 D**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **Thursday, November 9, 2017**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the 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.

Michelle A. Marmion
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6753
(505) 989-3243
mmarmion@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or

expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(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)

APPENIDIX 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 _____, 2017.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**SAMPLE SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
CONTRACTOR'S NAME**

THIS AGREEMENT is made and entered into this _____ day of _____ 2017, 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 **[BACKGROUND OR DESCRIPTION OF THE COUNTY'S NEEDS AND REQUIREMENTS]** ; and

WHEREAS, the **[BACKGROUND/BRIEF DESCRIPTION OF THE CONTRACTOR'S ABILITIES/QUALIFICATIONS]**; and

WHEREAS, **[GENERAL PURPOSE OF THIS AGREEMENT]**; and

WHEREAS, pursuant to **[PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]**; 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

2. DELIVERABLES

3. 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 4 (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 written amendments to this Agreement.

4. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor for services performed to the satisfaction of County as follows:
 - <ENTER SPECIFIC TYPE OF PAYMENT/INVOICING>
- 2) The total amount payable to the Contractor under this Agreement shall not exceed [WRITTEN WORD] dollars [\$XX,XXX.XX] *inclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

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 contractual items or services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be [NAME] **Program Manager, Community Services Department** or such other individual as may be designated in the absence of the office 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 thirty (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 thirty (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.

5. 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 two years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of one (1) additional two-year term upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended two additional years. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

Santa Fe County Community Services Department
Attn: NAME, PROGRAM MANAGER
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

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

25. 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 New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

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. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The 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), 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.

CONTRACTOR:

(Signature)

Date

(Print Name)
