

**REQUEST FOR PROPOSALS (RFP)**

**SANDOVAL COUNTY**

**VIDEO VISITATION SERVICES**

**RFP# FY19-SCDC-02**



**Release Date: October 21, 2018**

**Due Date: November 14, 2018 at 3:00 p.m.**

# **I. INTRODUCTION**

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

Sandoval County Board of County Commissioners is requesting sealed proposals on behalf of the Sandoval County Detention Center (SCDC) for Video Visitation Services (NIGP Commodity Code # 65595, 65596, 84056 and 84084). Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2<sup>nd</sup> Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on **November 14, 2018**. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

SCDC is located at 1100 Montoya Road, Bernalillo, New Mexico, 87004. SCDC houses adult men and women and has a bed capacity of 511 with an average daily population of 420. Approximately 200 of those detained at SCDC are Federal Inmates with an average length of stay of 45 days, while the balance are Sandoval County or Regional detainees with an average length of stay of 15 days. The facility books an average of 7900 state and federal detainees a year.

## **B. SCOPE OF PROCUREMENT**

The County's intent of this Request for Proposal (RFP) is to obtain proposals from qualified agencies that can do business in the State of New Mexico to provide video visitation services at the SCDC. General Service Categories include video visitation hardware installation and maintenance, Software must be IP based and Mobile friendly (Android and Apple), Applications for service must include automated information services, inmate electronic mail, commissary ordering, inmate forms and grievances, law library and job view. The County reserves the right to carve out select General Service Categories at the full discretion of The County:

1. As one vendor for all General Service Categories: video visitation hardware installation and maintenance, Software must be IP based and Mobile friendly (Android and Apple), Applications for service must include automated information services, inmate electronic mail, commissary ordering, inmate forms and grievances, law library and job view.

## **C. TERM OF CONTRACT**

This RFP is to contract for four (4) years upon satisfactory completion of the Scope of Services. The Term of Contract shall commence on the date of the execution of this Agreement.

## D. PROCUREMENT MANAGER

Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist  
Address: Sandoval County  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004  
  
Telephone: (505) 404-5873  
Fax: (505) 867-7605  
Email: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)

All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist  
Reference RFP Name: **VIDEO VISITATION SERVICES**  
**RFP#FY19-SCDC-02**  
Address: Sandoval County  
1500 Idalia Road Bldg. D  
PO Box 40  
Bernalillo, NM 87004

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue of RFP	Sandoval County	October 21, 2018
2. Return of Acknowledgement of Receipt	Potential Offerors	October 24, 2018
3. Deadline to Submit Written Questions	Potential Offerors	October 25, 2018 By 3:00 PM MST
4. Response to Written Questions	Procurement Manager	October 29, 2018
<b>5. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>November 14, 2018 by 3:00 PM MST</i></b>
6. Proposal Evaluation	Evaluation Committee	TBD
7. Contract Awards	Sandoval County	TBD
8. Protest Deadline		+15 days

## **B. EXPLANATION OF EVENTS**

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

### **1. Issuance of RFP**

This RFP is being issued on behalf of the Sandoval County Detention Center.

### **2. Acknowledgement of Receipt**

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on **October 24, 2018**.

The procurement distribution list will be used for the distribution of written responses to questions.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **October 25, 2018** at 3:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

#### **5. Submission of Proposals**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **NOVEMBER 14, 2018**. 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 I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Video Visitation Services and RFP# FY19-SCDC-02. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

#### **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### **7. Contract Awards**

The contract shall be awarded to the Offeror whose proposals are most advantageous to Sandoval County and Sandoval County Residents, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not

have received the most points. The award is subject to appropriate Sandoval County Commission approval.

## **8. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

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

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

#### **4. 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. The County personnel will not merge, collate, or assemble proposal materials.

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

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **6. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **7. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

#### **8. No Obligation**

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

## **9. Termination**

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

## **10. Sufficient Appropriation**

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

## **11. Legal Review**

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

## **12. Governing Law**

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

## **13. Basis for Proposal**

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

## **14. Offeror Qualifications**

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

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

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory



requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **16. Notice of Penalties**

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

## **17. Right to Publish**

Throughout the duration of this procurement process and contract term, 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 and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **18. Ownership of Proposals**

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

## **19. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

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

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

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

## **21. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

## 22. Letter of Transmittal

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

The letter of transmittal MUST:

- Identify the submitting business entity.
- Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- Sub-contractor will not be authorized for this procurement.
- Identify the following with a check mark and signature where required:
  - **Explicitly** indicate acceptance of the Conditions Governing the Procurement
  - **Explicitly** indicate acceptance of Section II of this RFP; and
  - Acknowledge receipt of any and all amendments to this RFP.
- Be signed by the person identified in para 2 above.

## 23. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## **24. Use by other Government Entities**

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government with no obligation or liability incurred by Sandoval County.

## **25. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

**OR**

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

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

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

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

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

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

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

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

## **B. NUMBER OF COPIES**

### **1. Hard Copy Responses**

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- 1. Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL)
- 2. Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL): **MUST BE IN A SEPARATE SEALED ENVELOPE FROM THE TECHNICAL PROPOSAL.**
- 3. Please submit an electronic version of the Technical and Cost Proposal.**

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows: Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

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

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

Organization of folders/envelopes for hard copy proposals:

### **1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
  1. Response to Specifications
  2. Organizational Experience
  3. Organizational References
  4. Mandatory Specification
  5. Signed Campaign Contribution Form (Appendix B)
  6. New Mexico Preferences (if applicable)
  7. Conflict of Interest Affidavit (Appendix E)
- F. Other Supporting Material (if applicable)

## **2. COST PROPOSAL – A Separate Sealed Envelope**

Please provide a list of all costs that you plan on forwarding to the County as part of this Proposal to include installation and training. Below is the list of areas that the County would require equipment and any requirements we are requesting:

- Visitation: 10 video terminals
- Minimum Restrict Unit: 3 Terminals
- A Pod: 2 Terminals
- B Pod: 2 Terminals
- C Pod: 2 Terminals
- D Pod: 2 Terminals
- E Pod: 2 Terminals
- F Pod: 2 Terminals
- G Pod: 2 Terminals
- Pod 1: 2 Terminals
- Pod 2: 2 Terminals
- Pod 3: 2 Terminals
- Pod 4: 2 Terminals
- Pod 5: 2 Terminals
- **37 Terminals**
- A Kiosk must be installed in the visitation in order to schedule visits for the next week.
- Any visitor who comes to the facility will not be charged for visitation.
- Please provide an estimated cost for the use by the families.

**Please submit into a separate sealed envelope.**

## **IV. SCOPE OF WORK SPECIFICATIONS**

**There are 78 General Specifications and 6 Mandatory Specifications. Offerors shall respond in the form of a thorough narrative to each specification preceded by the affirmation “(Name of Offeror) acknowledges understanding of this Specification” unless otherwise instructed. If an Offeror is only responding to one General Service Category and a Specification does not apply, they shall instead state “Not Applicable” next to that particular Specification. All narratives, including required supporting materials, will be evaluated and awarded points accordingly.**

### **A. General Specifications:**

1. Vendor must demonstrate software that has been provided consistently over the past 36 months. Software must be updated on a regularly-scheduled plan at a minimum of three times per year.
2. The system, which includes visitation scheduling, user management, and policy management software, must be web-based and allow for the Sandoval County Detention Center to administer visitation sessions and visitation operations based on the Sandoval County Detention Center policies.
3. Visitation sessions shall connect automatically, without any intervention from the Sandoval County Detention Center
4. The system must assign a unique identification number to each inmate and user.
5. The inmate interface must have a multi-lingual interface (English and Spanish at a minimum)
6. The system must be able to support multiple facilities in multiple locations with multiple housing units and visitation locations.
7. The system must allow for the Sandoval County Detention Center to view up to 12 concurrent live video sessions.
8. The system must allow the Sandoval County Detention Center to automatically or manually rotate between the next set of up to 12 concurrent live video sessions with the ability to terminate a video session for inappropriate or suspicious behavior.
9. The system should provide web-based visitation scheduling for authorized users (Agency staff, attorneys, the public Etc.) utilizing any standard web browser
10. The system must display pending visits to the Sandoval County Detention Center staff and to those incarcerated.
11. The system must be able to automatically detect if remote visitor’s computer system meets minimum requirements for system connectivity.

12. The system must allow family, friends, Attorneys, etc. to easily schedule onsite video visits using an onsite terminal, a smartphone or tablet, or web browser.
13. Remote video visitation sessions must be able to be conducted on both Android and Apple smartphones and tablets.
14. The system must require visitors to provide both a photo of themselves and photo of identification (e.g. driver's license) during registration for Agency staff approval prior to scheduling a visitation session.
15. Visitors must be able to pay for the video visitation session using either a credit card or debit card.
16. The system must only display timeslots that meet the Sandoval County Detention Center policies.
17. The system must conduct conflict checking and only display times which are available when visits are being scheduled.
18. The system must allow users to easily change their personal information (i.e., password, address, phone number, etc.).
19. The system must send an email to a visitor when a visit is scheduled, modified, or cancelled.
20. The system must assign unique visitation identification numbers for every visit for reporting and tracking purposes.
21. The system must offer customizable set durations (e.g. 20, 30, 40 minutes) for each visit.
22. The system must provide a visual warning message to inform the visitor that the session will be ending in "XX" minutes or provide a visual countdown timer.
23. The system must provide different levels of permissions to facility staff users based on user type. For example:
  - a. Administrators: create/manage/edit – users, schedules, visitation rules, download recorded sessions, etc.
  - b. Users: create/manage scheduled video visits, live monitoring sessions, approve/deny visitors
  - c. Read-only user: can only view scheduled visits
24. The system will require a unique username and password that will allow the facility user access based on their allowed permissions
25. The system shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - a. Inmate ID number;
  - b. Session ID;
  - c. Appointment ID;
  - d. Inmate first/last name;



- e. Visitor name;
  - f. Date and time of visit;
  - g. Inmate video visitation station; and location/housing unit
  - h. Daily, weekly and monthly visit statistics.
26. The system will provide an audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
27. The system will allow for an interface with or data retrieval from the Sandoval County Detention Center Jail/Offender/Inmate Management System.
- a. The system must use the same inmate identification number as created by the Jail Management System to identify the inmate on the video visitation system.
  - b. The system must automatically cancel a visit if the inmate's visitation eligibility status has changed, the inmate is moved to a location which doesn't allow or doesn't have visitation available or the inmate has been released.
  - c. The system must send an email cancellation notification to the visitor if a visit is cancelled
28. The system will provide for an Exclusion List which allows the Sandoval County Detention Center to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected inmates) because they are known gang affiliates, contraband smugglers, etc.
29. The system will provide Cancellation/Interruption capabilities. The Sandoval County Detention Center staff should be able to interrupt ongoing visits and send email and document why the session was cancelled notification that the session was cancelled due to facility visitation policy violations or inmate movement and can later be rescheduled.
30. The system provides authorized administrative users the ability to do searches and create reports.
31. The system provides a way to display and filter scheduled visits to Staff so they know where and when an inmate needs to be available for pending video visits.
32. The system shall allow for visitation recording.
- a. Visits will be recorded by user type
  - b. Recorded visits will be searchable and viewable
  - c. Recorded visits will be stored for X (configurable) days
  - d. The Sandoval County Detention Center must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
  - e. Recorded visits must be able to be downloaded into a standard video format (e.g. MP4)

- f. Recorded visits must be backed up daily to at least two off-site, environmentally controlled data centers.
- 33. Authorized personnel must be able to quickly and easily schedule visitation sessions.
- 34. The system will provide Visitation Rules capabilities that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby. Such would should be configurable to include at least the following:
  - a. Inmate is allowed X quantity of on-site visits
  - b. Inmate is allowed X quantity of remote visits
  - c. Inmate location A is allowed X quantity of on-site visits
  - d. Inmate location A is allowed X quantity of remote visits
  - e. Visitor type A is allowed X quantity of on-site visits
  - f. Visitor type A is allowed X quantity of remote visits
- 35. The system should allow for promotional rates such as a buy one visit, get one visit at % off, free visit, etc.
- 36. The system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
- 37. The system must have visitation recording capabilities.
- 38. All scheduling of video visitation sessions must be able to be performed through a vendor's custom app, a mobile smartphone or tablet or web browser.
- 39. Vendor's VVS must have been successfully installed and functional in at least 100 client facilities, with at least 5 installations being larger than 75 VVS stations and at least 2 installations being larger than 200 VVS stations.
- 40. VVS must be successfully installed and functional with correctional agencies having multiple facilities and multiple visitor centers requiring different hours and policies for each facility and visitor center.
- 41. Video visitation will be used by attorneys, County staff, including probation and parole, as well as the public, and will allow for the scheduling and management of on-site and at-home visitation sessions.
- 42. The Hosted Video Visitation Solution proposed for the Sandoval County Detention Center must meet or exceed the technical requirements outlined in this RFP. The Hosted Video Visitation Solution proposed to meet these technical requirements must be provided for all the Sandoval County Detention Center facilities at no cost to the Sandoval County Detention Center including system installation, training, operation and maintenance of the system and its components.
- 43. The video visitation system must provide a kiosk functionality that allows for multiple capabilities. These capabilities should be available for use at

predetermined scheduled times outlined by Sandoval County Detention Center and must be customizable to the exact feature. These functionalities should perform as follows:

- a. Ability to place inmate telephone calls.
- b. Ability to access to a Law Library.
- c. Ability to provide employment information that will allow an inmate to search for jobs upon release.
- d. Ability to upload PDF documents such as an inmate handbook or any other documentation deemed necessary by the Sandoval County Detention Center.
- e. Ability to upload a Video (MP4) files deemed necessary by the Sandoval County Detention Center.
- f. Ability to enter a customized digital banner that will allow the Sandoval County Detention Center facility staff to broadcast concise messages to facility population. This banner should be customizable to exact areas of the facility, such as a particular housing area. The digital banner should rotate between multiple messages and have configuration for the duration it is shown.
- g. Ability to allow a drop down menu from home screen for inmates to access multiple languages.
- h. Ability to allow access to Commissary Ordering for the inmates.
- i. A fully functional Video Visitation Capability fully compliant with the specifications outlined in this RFP.
- j. Ability for applications to be configured to be enabled or disabled for periods of time by housing unit or facility (for example the Commissary Application may only be available Tuesdays and Thursdays from 9 to 5 when inmates can order commissary).
- k. Ability to provide a sick call application to submit illnesses.
- l. Inmate Forms & Grievance submission capability that will:
  - Allow an inmate to place both anonymous and known grievance requests.
  - Allow authorized facility staff to review and respond to grievances through the Inmate Telephone Platform User Interface.
  - Allow for assignment to other facility staff.
  - Track the response time for grievance resolution that can be customized so County Name specifications can be viewed and Staff can view any excessive time periods for grievance resolution.

- Allow inmates to track and review active and closed grievances through the kiosk.
- Provide a method for an inmate to appeal a grievance.
- Ability to keep all forms for the life of the contract – even if an inmate is released.
- Ability to set a limit on the type of forms submitted per day.
- The inmate platform on the kiosk must allow the ability for the Sandoval County Detention Center to present customized terms and conditions as a condition for inmates to accept prior to accessing services on the kiosk.
- If changes are made to the facilities terms and conditions, the inmate platform must allow the ability to force the inmate to re-accept the new terms and conditions.
- The system must provide an audit log of the inmate events (accepted or rejected) of the terms and conditions with the ability to export.

m. Methods to avoid inmate monopolization of terminals:

- The kiosk must have a method for conflict resolution which will give both verbal and visual warnings as to pending, approved and scheduled events. Some form of warning should notify an inmate PRIOR to placement of a call as to the time allowed to place a call should it be less than the standard duration allowable. Conflict resolution must be configured such that certain scheduled communication events (i.e. video visitation sessions) take priority over unscheduled communication events (i.e. telephone calls).
- The kiosk must allow for the ability to multitask whereas the inmate can perform multiple functions at the same time. (For example, an inmate could be on the phone with their loved one while reading the inmate handbook and relaying details of the facility rules to the caller, or placing a commissary order, or submitting a grievance).

44. The terminal must include a detention-grade hardened steel enclosure
45. Detention grade hardened steel wall mounted enclosure.
46. The position of the hook switch must not enable/disable a live visitation session.
47. The terminal must prevent spills from entering the enclosure.
48. The terminal must be able to access the web-based application and be enabled for touch screen inputs.

49. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
50. The terminal shall not have any external hinges.
51. The terminal will have a shatterproof touchscreen LCD display.
52. The terminal will have a built-in camera.
53. The terminal will have a detention-grade audio handset.
54. The terminal will have the option for one or two handsets or a hands free device.
55. The terminal shall be powered by 110VAC or Power-Over-Ethernet.
56. The terminal will utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
57. The terminal must have heat syncs and heat vents located in the back of the terminal in order to allow for proper cooling.
58. The terminal must have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
59. The terminal shall have a magnetic on/off switch.
60. The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using no more or less than two (2) security screws.
61. The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
62. The system must consist of inmate terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
63. The visitor must be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection using an Android or Apple smartphone or tablet to computer or laptop with web camera
64. The system should utilize:
  - a. High quality video using low bandwidth.
  - b. Video Standards: H.264
  - c. Video Transmission Speeds: 64 Kbps – 2 Mbps
  - d. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
65. The system must be designed for:
  - a. Up to 30 frames per second of high quality video at 384+ Kbps
  - b. Up to 15 frames per second of high quality video at 64 – 320 Kbps
  - c. Constant or variable bit rate and frame rate

- The system must provide end to end encryption for all video visitations

**66. The fees charged to users shall not exceed those mandated by applicable tariffs and/or any rules of the New Mexico Public Regulatory Commission and Federal Communication Commission for all services. The Vendor's proposal shall specify all fees that will be charged to end users.**

67. The vendor shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in an expert manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.

68. If the County's schedule cannot be met within the 60 days stated above, vendor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the vendor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.

69. Any delay in the implementation of the vendors' schedule that is caused by the County will increase the vendor's time allowance to complete installation but the vendor must submit a complete and detailed schedule of additional time required. The risk of loss and or damage will be assumed by the Vendor during shipment, unloading, and installation. The Vendor must have a plan to provide planned technology upgrades. Please describe.

70. The vendor must provide live domestic CSR & IVR support to constituents 24 hours a day, year round, without exception allowing constituents to set up accounts, make payments, access account information, and resolve issues

- Vendor must provide constituents full service online support including ability to set up accounts, make payments, access account information, calculate call rates, and resolve issues (including online CSR chat and email support) via company website.

- a. Constituents must have the ability to manage video visitation services and email services from one centralized Web-based portal.
- b. Proposer's Website must dynamically display available products to constituents based on previous calling history.
- c. Proposer's Website and constituent portal must be accessible enhanced to support mobile devices such as cell phones and tablets.
- d. Proposer's Website must allow constituents to configure text and email low balance notifications.
- e. Proposer's Website must allow constituents to subscribe to text payment services, specifically the ability to fund accounts and pay invoices via text messages.

- f. Proposer's Website must allow constituents to subscribe to automatic payment services, specifically the ability to automatically fund accounts or pay invoices.
  - g. Proposer must support customizable service and courtesy notification campaigns to constituents via various methods (phone dialer, text message, email) to alert friends and family of bills due, bills past due, low account balances, account blocks, etc.).
71. The Vendor shall respond to all major service outages within two hours. Major outage is defined as 30% or more of the functionality of the system.
  72. The Vendor shall provide initial installation training to the County staff in system administration, operation, and reporting. Upgrade and refresher training is also required for the length of the contract at no cost to the County.
  73. The vendor must have the ability to provide initial and ongoing training through multiple options such as live training and Web-casting, as well as having an online help system integrated into the system.
  74. The system must inform the called party of the video call cost prior to acceptance.
  75. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
  76. The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
  77. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
  78. Billing charges begin at the time of the call connection when the calling party is connected to the called party and shall be terminated when either party hangs up. Network intercepts, recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offerors must provide a description of all relevant experience as required in the scope of work. The narrative **MUST** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider for video visitation services.

### **2. Organizational References**

Offerors must provide a minimum of three (3) references from similar projects performed for tribal, county, state and/or federal government clients within the last three years.

**Offerors are required to submit APPENDIX F, Reference Form to the business reference they list. The business references must submit the Reference Form directly to the Procurement Officer.**

**The Business References Forms must be returned to the Procurement Office no later than the date designated on Appendix F.**

It is the Offeror's responsibility to ensure that the completed forms are received by or before the submission deadline for inclusion of the evaluation process. Business References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

**Offerors shall submit the following Business Reference information as part of Offer:**

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to referenced engagement;
- Client project manager name, telephone number, fax number and e-mail address.

### **3. Mandatory Specifications**

- a) Must provide service policies and procedures as an attachment to this proposal.
- b) If applicable, provide detailed equipment installation charges, if any.
- c) Describe your system diagnostic processes and tools for remote diagnosis to minimize facility visits by Offeror.
- d) Describe your disaster recovery system.
- e) Describe how many data centers that you have and those centers that will be provided.
- f) Describe the procedure for billing.

### **4. Business Specifications**



- a) **Financial Stability:** Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well as financial statements for the proceeding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.
- b) **Insurance:** ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,050,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions of the awarded vendor:
  - Sandoval County to be named as additional insured or an insured on all required policies.
  - Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
  - Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

**V. COST PROPOSAL**

Please provide a list of all your fees that you plan on forwarding to the County as part of this Proposal. If no cost will be forwarded to the county please indicate as part of this proposal.

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror’s Bid}}{\text{This Offeror’s Bid}} \times \text{Award Points}$$

**VI. ADDITIONAL SUBMISSION REQUIREMENTS**

The below required additional submissions are found in the Appendix Section.

**1. Appendix A: Acknowledge of Receipt Form**

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that

accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

## **2. Appendix B: Campaign Contribution Disclosure Form**

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

## **3. Appendix C: Letter of Transmittal Form**

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

## **4. Appendix D: Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

## **5. Appendix E: Conflict of Interest Affidavit**

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Code Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

## **6. Appendix F: Reference Questionnaire**

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is **REQUIRED** to send the following Reference Form (APPENDIX F) to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

**Please return Reference Forms to the Procurement Office by November 9, 2018.**

## VII. EVALUATION CRITERIA

### A. EVALUATION POINT SUMMARY

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors</b>	<b>Points Available</b>
General Specifications	25 points
Technical Specifications:	
• Organizational Experience	15 points
• Organizational References	10 points
• Mandatory Specifications	35 points
• Cost	15 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 POINTS</b>
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail

### B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.
6. Percentages for New Mexico Preferences will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended)
  - a. If the Offeror has provided their New Mexico Business Preference Certificate the Preference Points for a New Mexico Business for this Sandoval County RFP is 10% of the total possible points.
  - b. If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:
    - 10% for less than \$3M (prior year revenue)

## VIII. SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Sandoval, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

### RECITALS

WITNESSED:

WHEREAS, the County is the owner and operator of the Sandoval County Detention Center (SCDC),

WHEREAS, the County issued a Request for Proposals for Video Visitation Services RFP#FY19-SCDC-02, attached hereto as EXHIBIT A; and

WHEREAS, the Contractor submitted its Proposal, dated \_\_\_\_\_ 2018, in response to RFP #FY19-SCDC-02, attached hereto as EXHIBIT B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Video Visitation Services in accordance with EXHIBIT A which is incorporated herein by reference and made a part of this Agreement.

2. Compensation and Method of Payment

A. Total Compensation and Method of Payment. For performing the Services specified in Section 1 hereof, the County agrees to pay the Contractor in accordance with the Budget agreed to by the parties for the applicable fiscal year. Payments in accordance with this Agreement shall constitute full and complete compensation for the Contractors Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

For the period of \_\_\_\_\_ 2018 to \_\_\_\_\_, 2022, the County will pay the Contractor as follows:

An annual base compensation of \_\_\_\_\_ (\$\_\_\_\_\_), which amount includes any applicable gross receipts taxes, for a base population of 400 inmates. One-twelfth of the base compensation (\$\_\_\_\_\_) shall be paid to the Contractor monthly for all Services provided upon receipt by the County of a properly documented and sufficiently detailed invoices for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the County. In the event, the Agreement is terminated on a date other than the end of month, the monthly base Services Invoice will be prorated based upon the actual days of Services provided by the Contractor.

B. Population Increase. If the inmate population exceeds the base population specified in the current Budget, the County agrees to pay the Contractor an additional (\$\_\_\_\_\_) per inmate per day for each inmate in excess of said base population. The inmate population as calculated daily by SCDC at 20:00 hours shall be the determining count.

C. Staffing Personal Increase/Decrease. The County retains the option of increasing and decreasing the by-agreement staffing minimum requirements. Adjustments to the annual base compensation shall be in accordance with the Hourly Rate Schedule negotiated by the parties for Years 1-4.

D. Adjustment of Understaffing. In the event that the Contractor has a position, which is vacant for 15 days or more, the Contractor agrees to reimburse to the County the actual compensation cost of the vacant position. Compensation for purposes of the adjustment for understaffing will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours in excess of the 15 days the position is vacant. If a position continues to be continuously vacant beyond the initial 30 day period and from one month to then next, the compensation to be reimbursed by the Contractor for the subsequent months, will be the total number of hours the position was vacant during

those months. The Contractor will provide a separate credit invoice for understaffing hours to SCDC by the 25<sup>th</sup> of each month for the previous month.

- E. Payments. Payments shall be made to the Contractor monthly upon receipt by the County of properly documented requests for payment as determined by the budgetary and fiscal guidelines of the County and on the conditions that the Contractor has accomplished the Services to the satisfaction of the County.
- F. Payment Certification. Certification of payments shall be made following the review and signoff of the SCDC Director or designee of each invoice. Any discrepancies discovered by the County in the audit of invoices received by the Contractor shall be resolved immediately. The Contractor shall provide a separate credit invoice referencing the invoice number where the discrepancy occurred and reason for the correction for all credits due to the County within 45 calendar days from notice of error.
- G. Erroneous Payment. In the event of an error that causes one of more payments to be issued in error, the Contractor shall reimburse the County within 45 days of written notice of such error for the full amount of the erroneous payment.
- H. Inmates. The Contractor agrees that in no event, including, but not limited to nonpayment by Contractor, insolvency of Contractor or breach of this Agreement, shall Contractor, or its subcontractors bill, collect a deposit from, seek compensation, remuneration, or reimbursement from or have any recourse against an inmate, or persons acting on the behalf of an inmate, for Services provided pursuant to this Agreement. In no case will the County and/or inmates be liable for any debts of the Contractor.

### 3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained herein.

### 4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

### 5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The official address of the Contractor is:

## 6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Sandoval County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Sandoval County Commission, this Agreement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

## 7. Termination for Breach.

- A. In addition to any remedies afforded the County that are enumerated in the RFP, if, through any cause, the Contractor breaches the Contractor's obligations under this Agreement, the County shall have the right to terminate the Agreement, subject to the Contractor's right to cure the default as set forth herein. The County reserves the right to recover any excess cost incurred by the violation or breach of the Agreement by deduction from an unpaid balance due to the Contractor, a combination of these remedies, or any other legal method.
- B. In the event, the Contractor fails to fulfill the Contractor's obligations under this Agreement, the following steps will be followed, prior to termination:
  - 1. The County shall notify Contractor in writing of the nature of such default. Within ten (10) working days following such notice, the Contractor shall correct the default, or;
  - 2. In the event of a default not capable of being corrected within said ten (10) day period, Contractor may request an extension of time from the County explaining why the default cannot be corrected within said period, shall continue correcting the default at the earliest practical date if the extension is approved at the sole discretion of the County, and utilize all due diligence to correct the default with the extended time period.
  - 3. If the Contractor fails to correct the default with the time periods provided above or does not use due diligence to correct the default, the County without further notice shall have the rights and remedies provided by the law to declare this Agreement terminated effective upon such date as the County shall designate.
- D. Prior Obligations. By termination pursuant to this Section, neither party may nullify obligations already incurred for performance of Services or payment for Services prior to the date of notice or, unless specifically state in the notice, required to be performed through the effective date of termination. Any agreement or notice of termination shall incorporate necessary transition arrangements.
- E. Rights upon Termination of Expiration.
  - 1. Upon termination or expiration of this Agreement, the Contractor shall, upon request of the County, make available to the County, or to a person authorized by the County, all records and equipment that are the property of the County.
  - 2. Upon termination or expiration of this Agreement, the County shall pay the Contractor all amounts due for Services through the effective date of such

termination. The County shall not pay any costs of the Contractor arising out of termination or expiration. The County may deduct from amounts otherwise payable to the Contractor monies determined to be due the County from the Contractor.

3. In the event that the County terminates the Agreement in full or in part because of breach by Contractor, the County may procure Services similar to those terminated and the Contractor shall be liable to the County for any excess costs for such similar Services. In addition, the Contractor shall be liable to the County for administrative costs incurred by the County in procuring such similar Services, The Contractor shall not be liable for any excess costs or administrative costs if the failure to perform the Agreement arise out of causes beyond the control and without error or negligence of the Contractor or any of its subcontractors. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
4. The Contractor shall be responsible for payment of any claims from subcontractors or other providers, including emergency services providers, for goods and services ordered by the Contractor for its operation at SCDC and delivered prior to the termination date. The Contractor shall promptly notify the County of any anticipated claims, which are known to the Contractor at the time of notice of termination or incurred prior to termination.
5. The Contractor shall provide the orderly and reasonable transfer of inmate care in progress, even for those inmates who are hospitalized or in long-term treatment.
6. Should the Contractor terminate the Agreement, it shall reimburse the County for all costs arising from delays caused by the Contractor incurred in hiring a new Contractor/subcontractors.

#### 8. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least one-hundred twenty (120) calendar days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

#### 9. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least one-hundred twenty (120) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

#### 10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's



Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnification

- A. Indemnity: Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.
- B. Exclusions: The Contractor shall not in any event to be required to indemnify, defend, or hold harmless, the County with respect to any act, conduct, misconduct or omission of the County, its agents, employees or officers.
- C. Survival: The Contractor agrees that the above indemnification provision shall survive the termination of this Agreement, regardless of the cause, giving rise to termination.

13. Discrimination Prohibited

In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, spousal affiliation, physical handicap, or mental handicap as defined in the Americans with Disabilities Act of 1990, as currently enacted or hereafter amended.

14. ADA Compliance

In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the

ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

#### 15. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

#### 16. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 17. Insurance

##### A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar day's written notification to the ATTN: Joyce, Sandoval County Purchasing Department, PO BOX 40, BERNALILLO, NM 87004 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

##### 1 Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Sandoval County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

##### 2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

3 Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

a. Independent Contractors: Included

b. Contractual Liability: Included in Commercial General Liability

4 Professional Liability: (if applicable) \$1,000,000 Each Occurrence  
\$3,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to

bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 20. Confidentiality

### A. General

1. 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.
2. Any confidential information, as defined in state law, code, rules, or regulations or by an otherwise applicable code of ethics, regarding County detainees provided to or developed by the Contractor and its subcontractors shall not be made available to any individual or organization by the Contractor and its subcontractors without the prior written approval from the County.
3. The Contractor and its subcontractors warrant that they shall retain all information belonging to the County, and shall neither use or disclose it to anyone without the explicit written permission of the County, and that each and every employee of the Contractor and its on-site subcontractors has received training on respecting patient confidentiality. The Contractor recognizes that irreparable harm can be occasioned to the County and inmates by disclosure of information relating to its operations and, accordingly, the County may refuse or enjoin such disclosure, and the Contractor and its subcontractors shall be solely responsible for any violations. This provision shall not relate to medical record information, which will be disclosed according to applicable law.

B. Notice. The Contractor shall (1) notify the County promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the County's data files or other confidential information; and (2) promptly furnish the County full details of the unauthorized possession, use, knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

### C. Procedures.

1. The Contractor shall adopt and implement written confidentiality policies and procedures, which conform to federal and state laws and regulations.
2. The Contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of inmate information and records.
3. The Contractor shall afford inmates and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the Contractor to a person or agency outside of the Contractor, except when such release is required by law, State regulation, or quality standards.
4. When release of information is made in response to a court order, the Contractor shall notify where practical the inmate and/or legal guardian of such action in a timely manner.

5. The Contractor shall have specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained, including the confidentiality of the inmate's status as a complainant.

## 21. Intellectual Property.

The Contractor warrants that all material produced hereunder shall be of original development by Contractor, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the County harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

## 22. Subcontracts

### A. General

1. The Contractor is solely responsible for fulfillment of this Agreement. The County shall make payments under this Agreement only to the Contractor.
2. The Contractor shall remain solely responsible for performance by any subcontractor providing Services in connection with this Agreement.

### B. Subcontractors.

1. The Contractor may subcontract to a qualified individual or organization for the provision of any Service defined in the Scope of Work only with the consent of the County, which shall not be unreasonably withheld. The Contractor remains legally responsible to the County for all work performed by any subcontractor.
2. The County reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements. The Contractor is required to give the County prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.
3. The Contractor must maintain policies and procedures for verifying that the credentials of all providers and subcontractors meet applicable standards.
4. The Contractor must maintain fully executed originals of all subcontracts, which shall be accessible to the County upon request.
5. The Contractor shall notify the County of any proposed material amendments to any subcontract with fifteen (15) business days prior to any such amendment. The County may disapprove or require modification or deletion of the amendment.
6. The Contractor shall not contract with an individual, or with an entity owned by an individual, or with an entity owned by an individual (or in which an individual has a controlling interest), or with an entity which has an officer, director, agent, or manager, who has been convicted of any felony offense.
7. Subcontractors must meet the following minimum requirements:
  - a. Subcontracts must be executed in accordance with all applicable federal, state and local laws, regulations, policies and rules.

- b. Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of New Mexico.
- c. Subcontracts must include the procedures and specific criteria for terminating the subcontract.
- d. Subcontracts must identify the services to be performed by the Subcontractor and those services performed under any other subcontract(s). Subcontracts must include provision(s) describing how Services provided under the terms of the subcontract are accessed by inmates.
- e. Subcontracts must include the reimbursement rates and risk assumption, if applicable.
- f. Subcontracts must contain a provision requiring that the Subcontractor maintain all records relating to service provided to inmates for a six (6) year period and shall make all inmate's medical records available for the purpose of quality review conducted by the County or its designated agents.
- g. Subcontracts must require that inmate information be kept confidential, as defined by state law.
- h. Subcontracts must contain a provision requiring the Subcontractor to comply with all applicable federal, state and local laws, regulations, policies, and rules.
- j. Subcontracts must include a provision requiring the Subcontractor to release any information necessary for the Contractor to perform any of its obligations.
- k. Subcontracts must include a provision for termination for any violation of applicable County, state, or federal requirements.
- i. Subcontracts must contain a hold harmless provision wherein the Subcontractor agrees to hold harmless the County in the event that the Contractor cannot or will not pay for Services performed by the subcontractors pursuant to the subcontract.

#### 23. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

#### 24. Scope of Agreement

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

#### 25. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

28. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

29. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

31. Applicable Law

The laws of the State of New Mexico and Sandoval County shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

32. Changes

The County may, from time to time, request changes in the Scope of Services 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. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

33. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

34. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

35. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

36. Penalties

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

37. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. EXHIBITS A and B and \_\_\_\_\_ attached hereto are by this reference incorporated herein.

38. Approval Required

This Agreement shall not become effective or binding until approved by the Sandoval County Commission.



**SIGNATURE PAGE**

Motion to approve \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
David J. Heil, Chair

\_\_\_\_\_  
F. Kenneth Eichwald, Vice Chair

\_\_\_\_\_  
Don G. Chapman, Member

\_\_\_\_\_  
Dr. James F. Holden-Rhodes, Member

\_\_\_\_\_  
Jay C. Block, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Eileen Garbagni, County Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
New Mexico Gross Receipts Tax No.

\_\_\_\_\_  
Federal Tax Identification Number

# **APPENDIX A**

## **ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSAL

### VIDEO VISITATION SERVICES

RFP# FY19-SCDC-02

## ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **October 24, 2018** by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Trish Greene, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D, PO Box 40  
Bernalillo, NM 87004  
Fax: 505-867-7605  
E-mail: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)

# **APPENDIX B**

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two 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 an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

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

daughter-in-law or son-in-law.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# **APPENDIX C**

## **LETTER OF TRANSMITTAL FORM**



**APPENDIX C**  
**Letter of Transmittal Form**

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

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

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

5. Use of Sub-Contractors (Select one)

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

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

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

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

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

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

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

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

\_\_\_\_\_, 2018  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

# **APPENDIX D**

## **RESIDENT VETERANS CERTIFICATION**

# New Mexico Preference Resident Veterans Certification

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

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

**Please check one box only**

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

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

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

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

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

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

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

**APPENDIX E**  
**CONFLICT OF INTEREST AFFIDAVIT**

**APPENDIX E**

***CONFLICT OF INTEREST AFFIDAVIT***

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANDOVAL )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).

I am a current employee of \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
NAME

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Terms of the Conflict of Interest Affidavit are inapplicable.

# **APPENDIX F**

## **REFERENCE QUESTIONNAIRE**

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

**RFP# FY19-SCDC-02  
REFERENCE QUESTIONNAIRE  
FOR:**

\_\_\_\_\_  
(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for the Sandoval County Detention Center via **facsimile** or **e-mail** at:

Name: Trish Greene, Senior Procurement Specialist  
Sandoval County Finance Department  
Address: 1500 Idalia Road, Building D  
Bernalillo, NM 87004  
  
Telephone: 505-404-5873  
Fax: 505-867-7605  
Email: tgreene@sandovalcountynm.gov

Please return no later than **November 9, 2018**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

**QUESTIONS:**

- In what capacity have you worked with this vendor in the past?  
COMMENTS:

2. How would you rate this firm's knowledge and expertise?  
 \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
 \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
 \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
5. How would you rate the dynamics/interaction between the vendor and your staff?  
 \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
 (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:



7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:
  
9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:
  
10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

