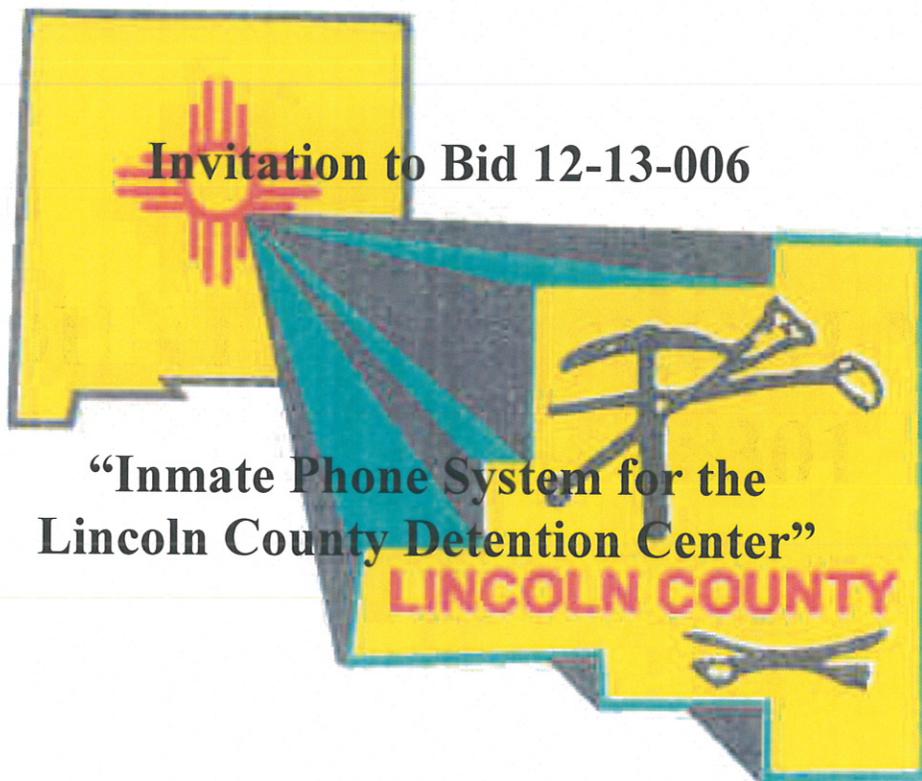


# COUNTY OF LINCOLN

## Carrizozo, NM 88301



**Invitation to Bid 12-13-006**

**“Inmate Phone System for the  
Lincoln County Detention Center”**  
**LINCOLN COUNTY**

**Due: Thursday, April 11, 2013  
2:00 p.m. Local Time**

# COUNTY OF LINCOLN

## Request for Proposal 12-13-006

### “Inmate Phone System for the Lincoln County Detention Center”

#### CONTENTS SHEET

1. Cover Sheet
2. Contents
3. Legal Notice
4. Proposal Specifications
5. Contribution Disclosure Form
6. Request for Proposal Instructions to Offerors

It is the proposer’s responsibility to notify the County of missing proposal documents. Please call Orlando Samora, County Purchasing Agent (575) 648-2385 ext. 105, for replacement of any missing documents.

**COUNTY OF LINCOLN**

**CARRIZOZO, NM**

**LEGAL NOTICE**

**NOTICE OF REQUEST FOR PROPOSALS**

**INMATE PHONE SERVICE FOR  
LINCOLN COUNTY DETENTION FACILITY**

**RFP NO. 12-13-006**

**DUE: Thursday, April 11, 2013 at 2:00 p.m.**

The County of Lincoln is seeking proposals from interested parties for the installation of an Inmate Telephone System limited to inmate use in the Lincoln County Detention Facility located in Carrizozo, NM. The Detention Facility houses approximately 144 inmates.

Copies of the Request for Proposal can be obtained in person at the Office of the County Manager, 300 Central Avenue, Carrizozo, NM 88301 or will be mailed upon telephonic request to Orlando Samora, Purchasing Agent at (575) 648-2385 ext. 105.

Publish: Ruidoso News March 13, 2013  
Lincoln County News March 14, 2013

**COUNTY OF LINCOLN  
Carrizozo, NM 88301**

**Request for Proposal 12-13-006  
Due: Thursday, April 11, 2013 at 2:00 p.m. Local Time**

**“INMATE TELEPHONE SYSTEM FOR  
LINCOLN COUNTY DETENTION FACILITY”**

The Lincoln County Board of County Commissioners is soliciting proposals for an Inmate Telephone System at the Lincoln County Detention Center. The inmate telephone system shall be capable of processing collect inmate phone calls with standard equipment. The successful vendor will be required to provide all of the equipment, software, labor and maintenance support necessary for the implementation and operation of the inmate telephone system. Minimum technical requirements and specifications can exceed those presented in the proposal. Telephone services should be included in the basic proposal. In addition, vendors may include other video, software, or telecommunications options they believe may be of benefit to Lincoln County. Lincoln County is looking to obtain the best possible telecommunications system with the lowest cost, which is in the best interest of the County.

The term of this award will be for one year. At the County’s discretion and upon mutual agreement, there will be an option to renew for three (3) additional one-year periods.

The Commission will make its final decision at its April 16<sup>th</sup> regular monthly meeting.

**PROJECT OVERVIEW**

The facility has approximately 17 inmate telephones at the Lincoln County Detention Center, of which 13 are standard fixed-location phones and 4 are portable and capable of being moved about on a wheeled table. The successful contractor will be expected to coordinate with the incumbent to allow for an uninterrupted transition and implementation of new services. The existing cable will remain in the facility if the current vendor is not awarded this proposal.

The successful contractor will also be expected to interface with the existing Jail Management System.

**INNOVATION & COMMENT**

Vendor may include any other information that is believed to be relevant, but is not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives, patents, or more cost-effective approaches available in any area of the RFP. Vendor may provide suggestions of other products or services available that may assist the County.

**PROJECT SCHEDULE**

Proposed project plans and milestones are required to be submitted with the proposal.

## **GENERAL REQUIREMENTS**

1. The system shall be a centralized browser-based application, which allows for anywhere access based on individual logon permissions.
2. The system shall allow for outgoing calls only.
3. The proposed system shall allow limitation of the inmate calls to 15 minutes.
4. Before the call is terminated, the system shall notify all parties on the call.
5. Vendor shall supply at least one TTY phone for the facility.
6. The system shall include voice prompts in both English and Spanish.
7. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate phone.
8. The system will provide active acceptance by the called party.
9. Billing does not begin until the call is accepted.
10. The system shall utilize Personal Identification Numbers (PIN) for the inmates that correspond with their assigned inmate identification number.
11. The system shall retain all records, recordings, and other data for a minimum of 120 days from date of creation.

## **PAYMENT OPTIONS**

1. The proposed system shall allow automated operator collect calling.
2. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
3. The proposed vendor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the vendor. Three of the methods the County would like to see offered are:
  - a. System will allow inmate families and friends to set-up an account directly with the vendor.
  - b. System should allow customers to prepay for calls from the facility. The vendor should have an advance payment system.
  - c. System should interface with facility commissary vendor.
4. The proposed vendor should provide the ability for inmate families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
5. The proposed vendor should allow calls to cell phones and have an ability to establish accounts for such customers.

## **SYSTEM & SERVICE REQUIREMENTS**

1. System must possess telephone number blocking capabilities, and should allow pre-approved numbers to be assigned to specific inmates.
2. Service must provide call splitting to ensure inmates against message passing and to prohibit the ability for inmate to leave message before leaving name.
3. Upon completion of call, the line must return to a primary dial tone to preclude inmates from placing unauthorized calls.
4. Service must not allow inmate to listen to the status of the call in progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.

5. The system must provide for free calls by the inmates as required by law.
6. The proposed system shall be able detect, notify and prevent three-way or conference calls.
7. The proposed system shall prevent the inmate from obtaining a second dial tone, or "chain-dialing."
8. The proposed system shall prevent the inmate or called party from dialing extra digits after the call is accepted.
9. The proposed system shall be able to remotely monitor Inmate calls and be able to transfer calls in progress to investigators.
10. The proposed system shall identify the name of the facility and the inmate placing the call to the called party.
11. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities.
12. The proposed system shall allow call blocking of specific numbers for the entire agency and by each site.
13. The proposed system shall permit the called party to block all future calls from the facility.
14. The system must have the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.

#### **SECURITY & USER ACCESS**

1. System must provide for automatic daily turn on and shut off at designated times
2. System must allow for manual shut down in case of emergency.
3. The proposed system user interface shall be based on security level and password protected.
4. The system must be centralized and able to be physical secured within the facility, or be located off-premise.

#### **REPORTING**

1. Indicate your firm's ability to provide authorized users detailed reporting tools, including but not limited to the following information:
  - a. Phone Location Originating call
  - b. Time of call
  - c. Telephone number called
  - d. Most frequently called numbers
  - e. Length of call
  - f. Identify numbers called from a specific telephone
  - g. Identify telephone numbers called by a specific inmate
  - h. Alarm number status
  - i. Alarm a telephone number and allow automatic recording of the call
  - j. Multiple calls from different inmate phones to the same number
2. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
3. Vendor shall provide a secure access to all calling activity within the facility via an internet/web interface.
4. The proposed system must provide call costs reports based on individual inmates, monthly totals, and call types.
5. Vendor shall attach samples of their call detail and other standard reports.

## **EQUIPMENT**

1. Vendor must provide a listing of all equipment and software proposed to meet the requirements of these specifications. All equipment provided must be new digital equipment, in current production and considered to be the state-of-the-art at the time of installation.
2. Upon completion of installation, vendor must provide Lincoln County with a list of telephone numbers, serial numbers, and locations of each unit.
3. Vendor must provide non-coin, collect call, inmate telephone composed of durable, tamper-free equipment suitable for a jail environment. Equipment must contain no removable parts.
4. The telephones must be line powered, requiring no AC power, backup batteries, and no electricity to be run to the telephones located in the cellblocks.  
The proposed inmate telephone system shall be a turnkey telephone system and service.
5. The vendor shall provide non-coin, inmate telephones composed of durable equipment suitable for jail environments.
6. The proposed system shall have the ability to monitor live or listen to previously recorded calls at the Detention Facility, District Attorney's Office, Sheriff's Office, etc. without the need to interface directly with that office's network.
7. The system must allow for exportation of recorded calls to a common file format.
8. All vendor equipment shall comply with FCC regulations.
9. The proposed equipment and system shall be scalable to meet the County's changing needs.
10. Vendor equipment shall include backup power in the event of temporary loss of commercial power.
11. An anti-vandal locking system must secure each inmate phone.

## **INSTALLATION**

1. The contractor will provide inmate phone sets, and the automated inmate call control system. This installation is to be completed within thirty (30) days after contract award and full execution.
2. Bidder 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 a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
3. If the schedule cannot be met within the 30 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
5. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.
6. Vendor must coordinate with Lincoln County Purchasing and the Lincoln County Detention Center for the removal and/or installation of equipment and services.
7. Vendor must provide all materials and services related to this project, for proper installation, at no additional charge to the County. Vendor must describe the method of system installation. If County staff involvement is required, then this must be clearly identified in the proposals to what extent County involvement will be required.

8. Vendor must disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Vendor's employees.
9. If additional wiring or conduit needs to be run in order to complete the installation, the successful vendor will employ an appropriately licensed vendor.

#### **TRAINING & SUPPORT**

1. Adequate initial and on-going system on-site training must be provided for Lincoln County Detention Center personnel.
2. Materials should be made available, either on-site, within the system, or on the internet to allow for on-going training by detention staff.
3. Service to equipment and system must be within a 24-hour period.
4. Service must provide a 24-hour, toll free service Hot Line.
5. Vendor shall notify Lincoln County Detention Center in advance of any scheduled maintenance or downtime of the system.
6. Service must be able to provide system updates and additional features in a timely manner, as agreed upon by the vendor and the County.
7. Any costs associated with repairs to equipment, upgrades to the software or service, or otherwise must have written approval from Lincoln County before the costs are incurred.

#### **ADDITIONAL SERVICES**

1. Investigative Tools
  - a. The system should be able to send email, SMS, or other types of text alerts to specified individuals based on pre-determined triggers.
  - b. The system should allow for "live listen" to inmate calls by detention and investigative staff.
  - c. The system should allow for "flagged" calls to be retained for longer durations than previously stipulated.
  - d. The call detail record must have the capability to download a call directly from the call detail report. The system must also allow authorized staff to copy multiple calls to a folder for download at a later time.
  - e. The system must support unlimited recording folders per user. The recording folders must allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats.
2. Third-party Integration
  - a. System should allow for integration to existing JMS system, as well as an AFIS LiveScan machine and existing commissary system.

#### **The proposal should also include the following specific information:**

1. Company Overview
  - a. A descriptive background of the Company's history.
  - b. State the principal business location and other service locations.
  - c. What is your primary line of business?
  - d. How long have you been providing services?
  - e. State how many of the locations where your services are now in use.
  - f. Are you a single source provider or will subcontractors be used?

2. Qualifications and Professional Competence
  - a. Vendor is required to provide qualifications, experience and location of key personnel and length of time in the IPS industry.
  - b. Include at least three (3) references with contact information; one of which is located in New Mexico.
3. Proposed Products, Services and Systems
  - a. Indicate manufacturer and model of equipment & software being proposed.
  - b. Does your system provide for durable, tamper-free equipment suitable for a jail environment?
  - c. Has the system provided for all of the items that are necessary for the proper installation? Does the system contain both an automatic and a manual on and off?
  - d. Explain the service support. Can 24-hour service be provided? Is a toll free service hot line available? State the locations of the technicians.
  - e. Identify the location of off premises equipment.
  - f. Explain the reporting procedures. Can the vendor provide, within 24 hours, a complete list of all of the telephone numbers called from a given inmate telephone?
  - g. Are additions, future enhancements, and advancements in technology covered in the system? How are new features and enhancements loaded onto the system?
  - h. Explain the maintenance procedures to request additions and deletions of equipment.
  - i. State what additional call reports are available to the County.
  - j. State the number of proposed times the County will receive each report.
  - k. Include, in this section, "Call Detail Report Samples" and provide sample of each report.
  - l. State what company will carry local, intralata, interlata and interstate calls.
  - m. Describe the process for on-site training of Detention Center personnel.
  - n. Describe any additional services, technical features or options you feel that are relevant to this RFP.
    - i. Describe the procedures for handling customer complaints, refund requests, and blocking of requested telephone numbers. Also, state what company, if not your own, will provide these services. If not your own company, then please identify the service level agreements that you have in place with the providing company.

#### **REQUIRED VENDOR FORMAT & RESPONSES**

In addition to any other information and requirements listed elsewhere in these specifications, vendors are required to respond in writing in the same order as the inquiries and requirements are listed below. **Vendors shall submit five (5) copies of their proposal.** The following format and sequence should be followed in order to provide consistency in the vendor responses and to ensure that each proposal receives full consideration:

1. Proposal cover letter
2. A short (one to two page) summary of the key features of the proposal
3. The body of the proposal, including a pricing schedule and breakdowns following the format of the sections included in this proposal (general requirements, installation, additional services, etc.). The following questions can be addressed in the different sections, if desired.

Proposals shall be submitted in person or by mail to Lincoln County, P.O. Box 711 (300 Central Ave), Carrizozo, NM 88301 no later than 2:00 p.m. Local Time, April 11, 2013. Proposals received after than time and date will not be accepted and will be returned unopened. Proposal Title, Proposal Number, Date and Time of Opening must be clearly marked on the outside of the sealed envelope. Faxed responses to this Request for Proposal will not be accepted.

#### **IMPORTANT INFORMATION REGARDING MAIL DELIVERY**

Carrizozo is in a remote section of southern New Mexico. *Normal* mail delivery does not exist here and **overnight delivery by any carrier is a myth!**

- Within New Mexico allow 4-5 days by regular mail.
- Out-of-state mail can take 6-7 days via regular mail.
- If you want to use UPS, Federal Express or Priority Mail, check with the carrier first. They should be able to tell you when your mail *might* arrive in Carrizozo.
- Mail early or hand-deliver. The County cannot be responsible for mail delays. Your proposal will be returned unopened if it arrives late. Faxed bids will not be accepted.

**NOTE: All prospective vendors are expected to respond to this solicitation by addressing the requirements of the specifications, especially where they require specific vendor input, as well as the evaluation criteria listed in the GENERAL PROVISIONS. Sufficient copies of descriptive literature must also be submitted to enable an intelligent comparison of the specification of the system proposed to the requirements stated herein.**

#### **GENERAL PROVISIONS**

1. **SCOPE OF CONTRACT** – Upon acceptance of an offer by the Lincoln County Commissioners and the issuance of a contract, the vendor shall be obligated to deliver the products and services within the time frame specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.
2. **CHANGES** – The County Manager may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one of the following:
  - a. Description of the services to be performed.
  - b. Time of the performance (i.e. hours of day, days of week, etc.).
  - c. Place of performance of the services.
  - d. Correction of errors of a general administrative nature of other mistakes, the correction of which would not affect the scope of the contract or does not result in expense to the vendor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order,

the County Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The vendor must submit any “proposal for adjustment” under this clause within 30 days from the date of receipt of the written order. If the vendor’s proposal includes the cost of property made obsolete or excess by the change, then the County shall have the right to prescribe the manner of the disposition of the property. Nothing in this clause shall excuse the vendor from proceeding with the contract, as changed.

**3. COMPETITIVE PROPOSALS** – Proposals will be opened so as to avoid the disclosure of their contents to competing vendors, and will be kept secret during the negotiation process. However, all proposals shall be open for public inspection after the award has been made. Trade secrets and any identified confidential information, contained in the proposals, will not be disclosed. Proposals will be evaluated based upon the following factors and weights:

- a. Qualifications/Experience/References 20 Points
- b. Phone Equipment, Software & Service 50 Points
- c. Implementation and Support Plan 15 Points
- d. Cost to county and/or inmates 15 Points

**4. DEMONSTRATIONS** – The County reserves the right to require a demonstration of any item offered. Such demonstration shall be at no expense to the County.

**5. INSTRUCTION AND ASSISTANCE** – The vendor shall provide all technical assistance which may be required during the installation and initial use of the equipment, including operational training for County employees. Manuals, instructions and names of technical representatives, available via telephone, will be given to the Detention Center’s Administration Staff.

**6. TERM OF CONTRACT** – This contract shall be in effect for one year, with an option to renew for an additional three (3) one-year periods.

**7. SAFEGUARDING OF INFORMATION AND DATA** – The vendor shall safeguard all information and data provided by Lincoln County. Furthermore, the vendor shall not sell or make available any data or mailing lists compiled from data received from Lincoln County, without the express written consent of the Board of Commissioners of Lincoln County. All information and data that is generated as a part of this service is property of Lincoln County and shall be made available to Lincoln County upon the termination of the services provided by the vendor.

**8. RATES** – Please complete the following chart for the charges that your company proposes using. If this chart does not conform to your billing practice, then include a detailed description of the proposed charges.

Call Type	1 <sup>st</sup> Minute Rate	Add'l Minute Rate
Local Calls		
Intralata Calls		
Interlata Calls		
Interstate Calls		
Foreign Calls		

**9. COMPANY INFORMATION** – Please complete the following.

- a) Signature \_\_\_\_\_
- b) Name (Typed/Printed) \_\_\_\_\_
- c) Company \_\_\_\_\_
- d) Position \_\_\_\_\_
- e) Address \_\_\_\_\_
- f) City, State, Zip \_\_\_\_\_
- g) Telephone Number \_\_\_\_\_
- h) Fax Number \_\_\_\_\_
- i) Email address \_\_\_\_\_

**10. VARIATIONS** – Any variations from, or exceptions to, the conditions and specifications of the Request for Proposal (RFP) shall be listed on a separate sheet(s) labeled “Exception(s) to RFP Conditions”, and shall be attached to the proposal.

**11. PROPOSAL OPENING** – The proposals will be accepted until **Thursday, April 11, 2013 at 2:00 p.m.** in the Lincoln County Court House, 300 Central Avenue, Carrizozo, NM 88301. All proposals must be clearly marked with “**RFP No. 12-13-006**”.

**12. NEW MEXICO PREFERENCE** – Pursuant to Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended), a resident business shall be awarded the equivalent of five (5) percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident business means a business that has a valid business certificate issued by the New Mexico Taxation & Revenue Department pursuant to Section 13-1-22 NMSA 1978. To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the New Mexico Taxation & Revenue Department.

**13. RESERVATIONS** – Lincoln County reserves the right to reject any or all proposals, to waive any technicalities, to accept in whole or in part such proposal as may be deemed in the best interest of the County.

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

**Questions concerning this RFP should be directed to Orlando Samora, Purchasing Agent at (575)648-2385 or orlandosamora@tularosa.net. Questions concerning inmate telephone operational matters pertaining to the detention centers should be directed to Warden Art Anderson at 575-648-6510.**

#### **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:

1. **“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.
2. **“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.
3. **“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
4. **“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.
5. **“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.
6. **“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.
7. **“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 and Purpose of Contribution(s): \_\_\_\_\_

\_\_\_\_\_  
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)

**COUNTY OF LINCOLN**  
**REQUEST FOR PROPOSALS**

**INSTRUCTIONS TO OFFERORS**

**1. DEFINITIONS AND TERMS:**

- A. "Addendum" means a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: "Addenda".
- B. "Consultant" means the Successful Offeror awarded the Agreement/Contract.
- C. "Determination" means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).
- D. "Offeror" means any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- E. "Procurement Manager" means the person or designee authorized by the County of Lincoln to manage or administer a procurement requiring the evaluation of proposals. In the County of Lincoln, this is the County Manager.
- F. "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- G. "Responsible Offeror or Proposer" means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (13-1-83 NMSA 1978).
- H. "Responsive Offer or Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a Request for Proposals include, but are not limited to, price, quality, quantity or delivery requirements (13-1-85 NMSA 1978).

- I. The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- J. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

**2. REQUEST FOR PROPOSAL DOCUMENTS:**

A. Copies of Request for Proposals:

A complete set of the Request for Proposals may be obtained from the County of Lincoln as stated in the RFP Notice.

- (1) A complete set of the Request for Proposals shall be used in preparing proposals; the County of Lincoln Assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- (2) The County of Lincoln, in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- (3) A copy of the RFP shall be made available for public inspection and shall be posted at the Office of the County Manager located at 300 Central Avenue, Carrizozo, New Mexico 88301.

B. Interpretations:

- (1) All questions about the meaning or intent of the Request for Proposals shall be submitted to the Purchasing Agent of the County of Lincoln in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the County of Lincoln having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- (2) Offerors should promptly notify the County of Lincoln of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Proposals.

C. Addenda:

- (1) Addenda will be mailed, by facsimile or hand- delivered to all who are known by the County of Lincoln to have received a complete set of Request for Proposals.
- (2) Copies of addenda will be made available for inspection where ever Request for Proposals are on file for that purpose.
- (3) No addenda will be issued later than five (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

**3. PROPOSAL SUBMITTAL PROCEDURES:**

A. Number, Form and Style of Proposals

- (1) Offerors shall provide one (1) original and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- (2) All proposals must be typewritten on standard 8 1/2 "x 11" paper and bound on the left hand margin.
- (3) Proposals shall contain a maximum of fifteen (15) pages, including title, index, etc, not including front and back covers.
- (4) Offeror may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.
- (5) Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- (6) A pre-proposal conference [ ] will be; or [x] will not be held at the County Commission Chambers on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

B. Sub-consultants:

- (1) The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- (2) The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contractor under this proposal, must be acceptable to the County of Lincoln after verification by the County of Lincoln of the current eligibility status, including, but not limited to, suspension or debarment by the County of Lincoln.

C. Prequalification Process

- (1) A business may be pre-qualified by the County Manager as an Offeror for particular types of service. Mailing lists of potential Offerors shall include, but shall not be limited to, such pre-qualified businesses (13-1-134 NMSA 1978).

D. Debarred or Suspended Contractors

- (1) A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirement of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the County of Lincoln and shall not be considered for award of the Contract during the period for which it is debarred or suspended with the County of Lincoln.

E. Submittal of Proposals

- (1) Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope.
- (2) The envelope shall be addressed to the Procurement Officer of the County of Lincoln. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposals number, date of opening, and time of opening. If the

- Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.
- (3) Proposals received after the date and time for receipt of Proposals will be returned unopened.
  - (4) The Offeror shall assume full responsibility for timely delivery of proposals at the County Manager's Office, including those proposals submitted by mail. Hand delivered proposals shall be submitted to the County Manager or his designee and will be time stamped at the time received, which must be prior to the time specified.

- |                          |                         |
|--------------------------|-------------------------|
| VIA MAIL                 | HAND- DELIVERED         |
| County Manager's Office  | County Manager's Office |
| County of Lincoln        | County of Lincoln       |
| P.O. Box 711             | 300 Central Avenue      |
| Carrizozo, NM 88301-0711 | Carrizozo, NM 88301     |
- (5) After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service and such other information as may be specified by the County Manager.
  - (6) Oral, telephonic or telegraphic proposals are invalid and will not receive consideration.

F. Correction or Withdrawal of Proposals

- (1) A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- (2) Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

G. Notice of Contract Requirements Binding on Offeror

- (1) In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this Request for Proposals.
- (2) Laws and Regulations The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the project.

H. Rejection or Cancellation of Proposals

- (1) This Request for Proposals may be cancelled, or any or all proposals may be rejected in whole or in part, when it is in the best interests of the County of Lincoln. A determination containing the reasons therefore shall be made part of the RFP file. (13-1-131 NMSA 1978).

4. **CONSIDERATION OF PROPOSALS**

A. Receipt, Opening and Recording

- (1) Proposals received on time will be opened publicly or in the presence of two witnesses, and the name of the Offeror and address will be read aloud.
  - (2) The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (13-1-116 NMSA 1978).
- B. Proposal Evaluation
- (1) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
    - (a) acceptable
    - (b) potentially acceptable, that is reasonably assured of being made acceptable
    - (c) unacceptable (Offerors whose proposals are unacceptable)
  - (2) The County of Lincoln shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality of the services (13-1-132 NMSA 1978).
  - (3) If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one (21) days after an award is made (13-1-120 NMSA 1978).
  - (4). Selection Process
    - (a) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the County of Lincoln. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interview with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
    - (b) If fewer than three businesses have submitted a statement of qualifications for a particular RFP, the committee may:
      - (i) rank in order of qualifications and submit to the County of Lincoln for award those businesses which have submitted a statement of qualifications

- (ii) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978).
- C. Negotiations (13-1-122 NMSA 1978)
  - (1) The County of Lincoln's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
  - (2) Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
  - (3) The designee shall then undertake negotiations with the third most qualified business.
  - (4) Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.
  - (5) The County of Lincoln will publicly announce the business selected for award.
- D. Notice of Award
  - (1) After award by the County of Lincoln, a written notice of award shall be issued by the County of Lincoln with reasonable promptness (13-1-100 and 13-1-109 NMSA 1978).
- E. Contract Term
  - (1) The contract period will begin September 1, 2008 through August 31, 2009 with the option to extend annually for 3 additional years, based on the same terms and conditions.

## 5. **POST-PROPOSAL INFORMATION**

- A. Protests
  - (1) Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County Manager of Lincoln County in accordance with the requirements of the County of Lincoln's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).
  - (2) In the event of a timely protest under this section, the County Manager and the County of Lincoln shall not proceed further with the procurement unless the County Manager makes a

determination that the award is necessary to protect substantial interests of the County of Lincoln (13-1-173 NMSA 1978).

- (3) The County Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).
  - (4) The County Manager or his designee shall promptly issue a determination relating to this protest. The determination shall:
    - a. state the reasons for the action taken and
    - b. inform the Protestant of the right to judicial review of the determination (13-1-183 NMSA 1978).
  - (5) A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).
- B. Execution and Approval of Agreement
- (1) The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.
- C. Notice of Proceed
- (1) The county of Lincoln will issue a written Notice to Proceed to the Offeror.
- D. Offeror's Qualification Statement
- (1) Offeror to whom award is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).

**6. OTHER INSTRUCTIONS TO OFFERORS**

- A. Equal Opportunity Employment  
Lincoln County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with the American with Disabilities Act requirements.
- B. OSHA Requirements in Employment  
Lincoln County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the Lincoln County Loss control Manual as if an employee of Lincoln County.

**7. GOVERNING LAW**

- A. The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

**8. INDEPENDENT CONTRACTORS**

A. The Offeror and his agents and employees are independent Contractors and are not employees of the County of Lincoln. The Offeror and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County of Lincoln vehicles, or any other benefits afforded to employees of the county of Lincoln as a result of the Agreement.

**9. BRIBES, GRATUITIES AND KICKBACKS**

A. Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2 and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**10. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFEROR**

A. The form of agreement required by the funding agency or issued by the County of Lincoln will be used for this project. Copies are available and may be reviewed upon request.

**11. FEES**

A. A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

**12. FUNDING**

A. This solicitation is subject to the availability of funds to accomplish the work.

**13. CONTACT WITH COUNTY OF LINCOLN OFFICIALS OR STAFF MEMBERS**

A. Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP.

**14. CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE**

A. The contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified. Such insurance shall cover both the Contractor and his Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Sub-contractors from claims under worker's compensation law, disability benefit laws or other employee benefit laws; from claims for damages to property, including loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any sub-contractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance

shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance on the form provided has been filed and approved with the owner or engineer.

A. Comprehensive General Liability Insurance

The Contractor shall procure and maintain during the life of this Contract, and shall require Sub-contractors, if any, to procure and maintain during the life of his sub-contract, comprehensive general liability insurance in amounts of not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries, including death, to any one person and subject to the same limit each person, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence and in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) for property damages in any one accident. Such policies of insurance must include coverage under all sections of the schedule of hazards of the said comprehensive general liability policy form and must include collapse (c), explosion(x) and underground (u) liability coverage.

The above requirements shall include protection from:

- (1) Damage to, or destruction of public and private property located below the surface of the ground, including telephone conduit, power conduit, traffic signal cables, fire alarm circuits, gas mains, gas serve connections, sanitary sewers, house sewers or building sewer connections, water mains, water service connections, steam lines, petroleum products pipelines, storm sewers and inlet lines, and including all appurtenances thereto, injury or death to a trenching and beautifying with or without the use of mechanical equipment.
- (2) The collapse of, or structural damage to any building, house or structure, utility poles, curb and gutter and sidewalk on public or private property, destruction of or damage to other public and private property including injury or death to a person or persons caused by the Contractor's operations under the Contract. Removal of buildings, structures (including their supports), trees, and utility poles, excavations below the surface of the grounds, including blasting, trenching and beautifying with or without the use of mechanical equipment. "Other public and private property" as used above, shall include lawns, plants, flowers, trees, fences, yard walls, etc. The liability insurance shall include the standard assault and battery endorsement.

B. Owner's Protective Public Liability and Protective Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the Owner in the amount not less than (1) the sum of One Hundred Thousand Dollars (\$100,000) for damage to or destruction of property arising out of a single occurrence (2) the sum of Five Hundred Thousand

Dollars (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage, or (3) the sum of One Million Fifty Dollars (\$1,000,050) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

C. Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance in statutory or standard form in an amount covering all of his employees to be engaged in the work under this Contract, as required by the State of New Mexico or the regulatory requirements of the Contractor's licensing bureau. Such insurance policies must include coverage under Section 52-1-10. NMSA 1978 for safety devices.

D. Automobile Public Liability and Property Damage

The Contractor shall maintain automobile public liability insurance to protect him and the Owner from any and all claims arising from the use of the following in the execution of work included in this Contract.

- (1) Contractor's own automobile and trucks
- (2) Hired automobiles and trucks
- (3) Automobiles and trucks not owned by Contractor
- (4) BI/PD no less than Three Hundred Thousand Dollars (\$300,000.00)

E. Transit Insurance

The Contractor shall secure insurance to protect himself from damage to equipment in transit.

F. Approval of Insurance

Neither approval by the Owner of any insurance supplied by a Contractor or a Sub-contractor, nor a failure to disapprove that insurance shall relieve the Contractor or Sub-contractor of full responsibility to maintain in full force and effect the above described insurance or for liability, damages and accidents as set forth herein.

G. Proof of Insurance

Prior to the commencement of any work hereunder, Contractor shall furnish to the Owner proof of the insurances required in this Section. All such certificates of Insurance shall provide that the Insurance company(ies) will give Owner ten (10) days prior written notice before any material change in or cancellation of any such policy.