



REQUEST FOR PROPOSAL (RFP)
FOR
HISTORICAL MUSEUM LEASE/ MANAGEMENT CONTRACT
OTERO COUNTY

RFP # 22-009
NIGP CODE #95815, 95816

Bid Deadline: Wednesday, June 08, 2022
@ 4:00 P.M.

Procurement Agent: Ginger Herndon

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: MANAGEMENT/LEASE CONTRACT FOR A HISTORICAL MUSEUM

RFP NO: 22-009

OPEN: JUNE 08, 2022 @ 4:00 PM

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL (gherndon@co.otero.nm.us)

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NN 88310

HAND CARRIED

PURCHASING OFFICE
1101 NEW YORK AVE, ROOM 118
ALAMOGORDO, NM 88310

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

NOTE: *USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY*

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE *CONTAINING THREE (3) PROPOSAL COPIES, ONE (1) ORIGINAL AND ONE ELECTRONIC COPY, MUST BE SEALED.* THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). PROPOSAL NUMBER ASSIGNED BY THE COUNTY TO THE REQUEST FOR PROPOSALS
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL OR SUBSEQUENT ADDENDA

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, EMAIL, OR FACSIMILE BID SHALL BE ACCEPTED

INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Otero is issuing a Request for Proposals for the management and lease of our Historical Museum, Alamogordo New Mexico. The successful Proposer will have experience in running similar facilities.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

B. BACKGROUND

The County of Otero is soliciting qualification-based proposals from Nonprofit Organization/Corporations to enter into a lease-management agreement to manage an Historical Museum that will be located at 1004 White Sands Blvd, Alamogordo, NM., The Museum consists of a 15,072 square foot L shaped structure made of adobe block with a plaster finish.

C. SCOPE OF PROCUREMENT

The Lessee will delegate supervisory and management authority over the museum. Proposers must demonstrate that they have the professional knowledge, experience and technical expertise required to provide this service. Proposers must demonstrate historical success in fund raising activities. Proposers must demonstrate the ability and experience to provide supervision for support staff, support staff, organize administrative duties associated with use and care of the display items and artifacts of historical significance. Proposers must demonstrate the ability and experience necessary to ensure that these display items and artifacts are identified and classified correctly, and insure the proper care and preservation of delicate, fragile items of historical significance. Proposers must demonstrate the ability and experience to educate the public on exhibits, and trivia related to these pieces within the museum. Proposers shall hire, compensate, supervise, and terminate paid staff and members of its work force. Proposers shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours of individuals will perform. Proposers shall provide, store, and utilize at their own expense, all consumable items related to the work. The Proposers must demonstrate the ability and experience necessary to locate, motivate and create a large volunteer team for museum purposes. Proposers must work in close coordination with the County Manager her designee including submitting a quarterly report (contents of the report will be discussed and agreed up after award of the RFP).

Proposers must demonstrate the ability and experience to encourage in every way possible a greater appreciation of New Mexico, Otero County, and Tularosa Basin history through aid and assistance, when practical and as funds are available for the publication of historical material, for the marking of historical collections and museums, the preservation of historic documents, artifacts and published materials of historic importance, the purchase and preservation of historic landmarks, and all other related activities. This will be a one (1) year contract with the option to renew for an additional three (3) years not to exceed a total of four (4) years.

Awarded bidder will be responsible for all Public Utilities (electricity, gas, propane, heat, garbage/waste disposal, water). Communications (telephone, facsimile, postage, modem line); Professional services (accounting and janitorial); Director's salary Payroll taxes for Director's position.

1. Otero 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: Ginger Herndon Procurement Manager
Address: 1101 New York Ave., Alamogordo, N.M. 88310

Telephone: (575) 434-0710
Fax: (575) 443-2914
Email: gherndon@co.otero.nm.us

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

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

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

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

Page 3

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

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

APPROPRIATIONS - Award of this Contract is contingent upon sufficient appropriations being allocated by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorize their allocation, the agreement shall, notwithstanding any other provisions, terminate immediately upon Contractor’s receipt of written notice of termination from the County. Otero County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

BRIBES, GRATUITIES AND KICK-BACKS - Pursuant to 13-1-191 NMSA 1978, (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), the criminal laws of New Mexico prohibit bribes, kickbacks and gratuities, the 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.

CLARIFICATIONS - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer contact information is Ginger Herndon, 1101 New York Ave, Alamogordo, NM 88310, email gherndon@co.otero.nm.us, phone 575-443-2914. Offerors may contact **ONLY** the Procurement Officer regarding the terminology stated in the procurement documents. Other County employees do not have the authority to respond on behalf of the County.

Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Offerors by addendum. No verbal responses are authorized.

No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

COLLUSION - Collusion among Offerors or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. Offeror's proposal may not be made in the interest, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. Offeror may not, directly or indirectly by agreement, communication or conference with anyone attempted to induce any action prejudicial to the interest of the County, or of anyone else interested in the proposed contract. Two or more specifically identified organizations may choose to submit a collaborative proposal. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

COMPETITION - In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

CONTACTS - Offerors **MAY NOT** contact other Otero County Departments, Otero County Manager or her staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

CONTRACTS - The contract between Otero County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, including best and final offer, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

COST - All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Offeror.

DEBARMENT & SUSPENSION - The Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

EXCEPTIONS - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specification submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

EQUAL OPPORTUNITY - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

Otero County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors and Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals and/or bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

GROSS RECEIPTS TAX - New Mexico Statutes require that the proposed amount exclude the applicable state gross receipts tax or applicable local option tax but that the Contracting Agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

INCOMPLETE RESPONSES - The County reserves the right to eliminate any Offeror that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

INSURANCE REQUIREMENTS - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

Standard Insurance

Commercial and General Liability	Limits Not Less Than \$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker’s Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor’s occupation / profession.	As required by Law

IRREGULARITIES - The County reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible Offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

NEGOTIATIONS - Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Offeror.

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:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	04/17/2022
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	04/26/2022
3. Pre-Proposal Conference		NA
4. Deadline to Submit Additional Questions	PO	05/06/2022
5. Response to Written Questions/ RFP Amendments	PM	05/20/2022
6. Submission of Proposal	Offerors	06/08/2022
7. Contract Negotiations (If needed)	Tentative winner/County	
8. Contract Award*	Purchasing Agent/BCC*	07/14/2022
9.. Protest Deadline	Offerors	07/29/2022

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Otero County Purchasing Agent on behalf of the County of Otero and the Otero County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix D) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section I (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II. (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager.

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be emailed out through Purchasing Office. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix C. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 4:00 PM MDT ON THE DATE INDICATED IN SECTION I. (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed on the second page of this proposal. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Management/Lease of the Chaparral Health clinic for Otero County RFP", should reference "RFP #22-009 and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section I. (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II. (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

8. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section I. (Sequence of Events), above.

9. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Alamogordo, NM. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

10. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section I. (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section I. (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

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

12. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Otero County Procurement Policy. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section I. (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent

Otero County Purchasing
Attn. Ginger Herndon, County Purchasing Agent
1101 New York Ave., Room 118
Alamogordo New Mexico 88310

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

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement 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.

7. 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.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. 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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract; however, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or

correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. 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.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. 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 Agency.

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 Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

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

1. Identify the submitting business entity.
2. 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.
3. 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).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement.
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

29. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

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

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. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. 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. **Proposals** – One (1) ORIGINAL *THREE* (3) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical proposal submitter. **The electronic version can NOT be emailed.**

The original, hard copy and electronic 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. 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 a binder, folder or stapled.

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

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Envelope only**)
 1. Organizational Experience
 2. Organizational References
 3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 4. Signed Campaign Contribution Form
 5. Transmittal letter filled out
 6. Non-Collusion Affidavit filled out
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must be enclosed in a separate envelope with in the bid packet

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

PROPOSAL REQUIREMENTS

Proposals should be logically organized and as concise as possible. Three (3) copies and one (1) original shall be submitted.

The following information must be included in your proposal:

Familiarity with the Community

- a. Describe in summary fashion the history and purpose of the organization/business.
- b. Describe how the agency or organization will provide the requested services

- c. Describe the community needs that your agency’s services will address. Describe your organization’s constituency, including the anticipated number of individuals and/or family units that will receive each of your program services during the contract year.

Past Record of Performance

Provide a summary of the business or organization's **Experience** within the past three (3) years in providing services of the type requested here. Include **Accomplishments** with highlights of the current year.

Organizational Structure

- a. Include a list of all staff positions that will be providing services under a contract, their job status (full-time/part-time), staff qualifications and certifications, licenses and affiliations as appropriate (especially for prospective Social Service providers). Resumes are not necessary.
- b. If applicable, describe the board or governing body. List the names, addresses and phone numbers of current members with officers identified.
- c. Include a copy of your organization's current functional organizational chart. This chart should include reporting relationships and should list all staff positions.
- d. Include a summary of the number of volunteers in your organization and their roles, if applicable.

Fiscal and Administrative Capacity

- a. Describe your long-term funding strategy, and your efforts to obtain non-County funds to support current and future services. Please acknowledge any in-kind contributions received by your organization.

EVALUATION CRITERIA

3.1 CRITERIA AND POINT VALUES

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
APENDIX A	LETTER OF TRANSMITTAL FORM	0*
	EXPERIENCE	200
	INSURANCE PROOF OF	0*
	REFERENCE AND PAST RECORD OF PERFORMANCE	200
	PROJECT MANAGEMENT	250
APENDIX B	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	0*
APENDIX C	ACKNOWLEDGE OF RECEIPT OF FORM	0*
APENDIX D	NON-COLLUSION AFFIDAVIT	0*
	TOTAL POSSIBLE POINTS	650

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in III., below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points Pass/Fail only)

2. Prior Experience (200 Points)

Points will be awarded based on number of years of providing similar health clinic operation and management services, and the depth and breadth of offeror's response. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

3. Insurance (0 Points – Pass/Fail Only)

4. Reference and past record of performance (200 Points)

Minimum of three references and past record of performance, such as control cost, quality of work

5. Project Management (250 points)

Ability and resources to effectively manage the building and grounds

6. Campaign Contribution Disclosure Form (0 Points Pass/Fail Only)

7. Acknowledge of Receipt Form (0 Points Pass/Fail Only)

8. Non-Collusion Affidavit (0 Points Pass /Fail Only)

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 as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section 3, 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 State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless

DEFINITIONS AND TERMS

. **NO OBLIGATION** - This procurement in no manner obligates Otero County until a valid signed contract is executed.

. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA Procurement Code, Section 13-1-129, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Otero County.

PROPOSAL DISCLOSURES - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material which is marked as proprietary or confidential. The Procurement Officer will not disclose or

make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

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

. **PROPOSAL AWARD** -The County reserves the sole right to:

. Determine responsible Offerors and responsive proposals.

a. Responsible Offeror: An Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the items described in the Request for Proposal.

b. Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought.

24.3 Reject any or all proposals in part or in whole.

PROTESTS - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest Shall 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).

25.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).

25.2 The Procurement Officer 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 attorneys' fees (§13-1-174 NMSA 1978).

25.3 The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:

24.3.1 State the reasons for the action taken; and

24.3.2 Inform the Protestor of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

25.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the Protestor and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

. **REJECT ALL** –

Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, in whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

. **RFP RESPONSES** –

By responding to this RFP, Offerors acknowledge and consent to the rights and conditions set forth in this RFP.

. **SOLE INTERPRETER** –

Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications, and sole judge as to whether the item proposed, or any part or fitting thereof, complies with the specifications.

ELIGIBLE APPLICANTS

Interested applicants must be legally constituted entities that meet all of the following criteria in order to be eligible to submit a full application for the services listed in this RFP:

Community center has either a Board of Directors or Advisory Council that meets regularly for the purpose of providing community and senior participant input into center operations, including program planning and design, service delivery and evaluation, and outreach and marketing.

DELIVERABLES

Provide a specific, detail description of the proposed use of the Center. The proposal should demonstrate the respondent's ability to prepare comprehensive programming plans, financial responsibility, operational experience, knowledge of fund-raising as well as provide management services. The proposal must address the demographics of the community and the relationship the planned programming will have on the community's health, safety, education and neighborhood stabilization.

Provide a list of the specific activities' respondent will offer at the Center and a list of activity or program fees, if applicable.

METHOD OF AWARD

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors defined herein. Failure of the Offeror to provide any information requested in this Request for Proposals may result in disqualification of the proposal and shall be the sole responsibility of the Offeror. The County is anticipating a single source award; however, the County reserves the right to multiple source award if it is determined to be in the best interest of the County

REQUIRED FORMS

APENDIX A

TRANSMITTAL COVER LETER

RFP # 22-009 LEASE/MANAGEMENT HISTORICAL MUSEUM

Due Date/Time 06/08/2022 @ 4:00 pm

Location: 1101 New York Ave, Alamogordo, NM 88310

Procurement Officer: Ginger Herndon Purchasing Agent CPO Email: gherndon@co.otero.nm.us

As applicable, all items below must be completed in full. Failure to complete may be grounds for disqualification.

Legal Name of Submitting Organization _____

Person authorized to negotiate and contractually obligate the Organization:

Name _____ Title _____

Email _____ Phone _____ Cell _____

Street Address _____

County / State / Zip _____

Alternate Contact Information:

Name _____ Title _____

Email _____ Phone _____ Cell _____

NM in State Resident Preference Number (copy must be attached) _____

NM Resident Veteran's Preference Number (copy must be attached) _____

Bidder acknowledges receipt of the following Addenda _____

On behalf of the submitting organization above:

Y N

I accept all Terms and Conditions Governing this Procurement as required.

I acknowledge receipt of any and all amendments to this Bid.

I have read and concur with the terms and conditions of the County's contract documents, and, if objections, I have provided suggested alternative language in my response.

I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.

I concur, as applicable, to FOB Point: Destination, Otero County, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.

Our organization is committed to and will comply and act in accordance with the following:

1. Federal Executive Orders relating to the enforcement of civil rights;
2. New Mexico State Statutes and County of Otero County Ordinances regarding enforcement of civil rights;
3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
5. Title 6, Civil Rights Act of 1964; and
6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any Commissioners: Vickie Marquardt, Gerald Matherly, Couy Griffin; Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge LaTanya Boyce; Treasurer Laura Whiteside; Sheriff David Black

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

FORM MUST BE SIGNED AND RETURNED WITH BID

APPENDIX C

LEASE/MANAGEMENT HISTORICAL MUSEUM

RFP# 22-009

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 contract.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 04/26/2022 by 5:00 pm (Mountain Standard Time). Can be emailed. 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: _____

COUNTY: _____ 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.

Ginger Herndon Purchasing Agent
1101 New York Ave
Alamogordo New Mexico 88310
Fax: 575-443-2914
Email gherndon@co.otero.nm.us

APPENDIX D
NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says
that he/she is (title) _____
of (organization) _____
who submits herewith to the County of Otero, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Otero, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Otero, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

APPENDIX E

*****This document should be returned with RFP submittal.*****

PROPOSER QUESTIONNAIRE

1. Does your agency have non-profit status as a 501(c) (3) organization? YES NO
2. Is your agency in the process of applying for such status? YES NO
3. Does your agency have a board of directors? YES NO
4. Does your agency have approved bylaws? YES NO

BOARD

5. Do the bylaws contain a formal process for recruiting and selecting board members?
 YES NO
6. Do the bylaws contain provisions for conflicts of interest? YES NO
7. Do your board members sign a code of conduct? YES NO
8. Do you have available for public review copies of board agendas and meeting minutes?
 YES NO
9. Date of your last Board meeting **Date** _____
10. Is your Board representative of the Los Alamos community or your service area?
 YES NO

EXECUTIVE

11. Does your agency have an Executive Director or equivalent position? YES NO
If so, is this position paid? YES NO
12. Is this position **full-time** **half-time** **other:** _____
13. Do you have a current written and approved job description for the Executive Director?
 YES NO
(If so, please include with this questionnaire) **Included**
14. How many employees and/or volunteers does your executive director directly supervise?
_____ Full-time employees _____ Part-time employees _____ Volunteers

**PROFESSIONAL SERVICES AGREEMENT
WITH _____
FOR LEASE/MANAGEMENT OF THE HISTORICAL MUSEUM**

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between **Otero County**, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor".

1. SCOPE OF WORK

1. Scope of Work. The Contractor will render the following professional services to the County: **LEASE/MANAGEMENT OF THE HISTORICAL MUSEUM**

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of, or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER RFP 22-009, in total payable by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, **THE COUNTY SHALL PAY APPLICABLE TAXES.**

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated Auditor. The County shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin _____, and renewable on an annual basis and terminated on _____ unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Assignment: The contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.
7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.
8. Conflict of Interest: The Contractor warrants that he 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 services required under this Agreement.
9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.
10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.
11. Scope of Agreement: This Agreement incorporates all the Agreements, covenants, and understandings between the parties thereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities, and kick-backs. Receiving a bribe by a public officer of public employee (Section 30-24-2 NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense or offering or paying illegal kickbacks (Section30-41-2, NMSA, 1978).
13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16 through 10-16-18) and that the act is applicable to this agreement and the conduct for the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or4 commerce, or any other fraudulent act punishable under New Mexico or United States.

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 14th day of July 2022

COUNTY:

By: _____
Chairperson Vickie Marquardt

Date: _____

CONTRACTOR:

By: _____
Signature

Print or Type Name

Attorney: _____
RB Nichols

Date: _____

Company Name

Mailing address

City State zip code

ATTEST:

Robyn Holmes, Clerk

TELEPHONE: () _____

EMAIL ADDRESS: _____

FEDERAL ID# _____

PROPOSAL CHECKLIST

Did You:

- Include One (1) original and (3) three copies and one (1) electronic copy of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form.
- Fill Out and Sign the Campaign Contribution Form
- Acknowledgement of Receipt Form SENT IN ON OR BEFORE
- Review all clarifications/questions/answers

Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before June 8, 2022 @ 4:00 pm (local time).

Clearly mark your proposal with RFP **20-009 LEASE/MANAGEMENT OF HISTORICAL MUSEUM, YOUR COMPANY NAME** on the front of the envelope or box.

* If not completed as required, your proposal may be deemed non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

MUNDY APPRAISAL SERVICES
Real Estate Appraisers and Consultants

April 8, 2022
Ms. Ginger Herndon
Purchasing Agent
Otero County
1101 New York Avenue
Alamogordo, New Mexico 88310

Re: Fair Market Rental Study
1004 N. White Sands Boulevard
Alamogordo, Otero County, New Mexico.

In accordance with your instructions, I have completed a fair market rental study for the above referenced property. The Dictionary of Real Estate Appraisal (Fifth Edition), by the Appraisal Institute, defines Market Rent on page 121 as “The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).”

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. As such, it presents a summarized discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value.

The purpose of this report is to provide an opinion of fair market rent for the subject property as of the date of property inspection on March 23, 2022, which is the effective date of the report. The intended use of the report is to assist the client, Otero County, with lease negotiations. The market rent reported is qualified by certain definitions, limiting conditions, and certifications that are set forth within the attached report.

This report is intended for use by Otero County and the New Mexico State Department of Taxation and Revenue; it may not be distributed to or relied upon by other persons or entities without my written permission.

Having considered all of the facts and analyses within this report, together with other relevant data compiled in the course of its preparation; I have concluded that the fair market rent for the subject property as of March 23, 2022 was:

\$71,150 PER ANNUM, or \$11.00 PER SQUARE FOOT, ANNUALLY.

In my opinion the lease would be structured on a modified gross basis.

Per the client’s request, the opinion of fair market rent is based on the hypothetical condition that the property could be rented for a use other than that stipulated in the Quitclaim Deed with Possibility of Reverter (Otero County Public Records Reception # 201207578), which has been included in the Addenda of the report.

MUNDY APPRAISAL SERVICES
Real Estate Appraisers and Consultants
Ms. Ginger Herndon

April 8, 2022

Page 2

The restriction states “the premises shall be used only for the use and purpose of establishing and maintaining a county museum....” The hypothetical condition is required because there is no market data for museums, which are operated by municipalities and/or non-profits for the public good.

Thank you for the opportunity to provide appraisal services. Karen I. Mundy, MAI inspected the property and prepared the report; questions from authorized users of the report are welcomed.

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter.

Respectfully submitted,

Karen I. Mundy, MAI

State Certified General Appraiser NM-1219-G