

County of Curry



Request for Proposals No. 2016/17-03

Senior Center Management Services

**Issue Date:
December 2, 2016**

**Proposal Due:
January 12, 2017**

**Time:
2:00 PM**

**Curry County Administration Office
417 Gidding Street, Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016**

**Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2016/17-03 - Do Not Open"**

Curry County Administration
RFP No. 2016/17-03 (Commodity Code #95240)
Senior Center Management Services
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The Board of Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from professional management services interested in providing management for the Curry County Senior Center.

Proposals will be opened in public, but they will be evaluated and ranked in private by an Evaluation Committee in order to maintain the confidentiality of the contents of all proposals during the negotiation process. It is possible that the Curry County Evaluation Committee will request an oral presentation.

The County will open and evaluate all proposals and determine the need for, and conduct any negotiations with the offeror receiving the most points awarded in the evaluation process based upon the specific evaluation criteria as outlined in the proposal according to whose proposal is determined to be the most advantageous to the County. Then, a final recommendation will be made to the Curry County Commission for award of the contract.

IMPORTANT; SEALED PROPOSAL along with the RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or packaged with all proposals. One (1) original and four (4) copies of the proposals, along with one (1) electronic media copy in PDF, should be submitted no later than Thursday January 12, 2016 at 2:00pm to the Curry County Administration Office, Finance Department located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration Office (County Manager Lance Pyle or County Procurement Officer Carol Pipes or Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Administration Office, 417 Gidding Street, Suite 100, Clovis, NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.

Troy Hall thall@currycounty.org
Accounting Specialist Senior
Phone – (575) 763-6016
Fax – (575) 763-3656

SPECIFIC CONDITIONS

1. All Proposals must be received by January 12, 2017 2:00 p.m. Mountain Standard Time. Proposals must be sealed, addressed and delivered to: Curry County Administration, Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101. It is the Offeror's responsibility to see that the proposal arrives on time. Any proposals received after the deadline will be kept on file unopened and will be considered only in the event that all other proposals are deemed non-responsive. Telephone, email and Fax proposals will not be accepted.
2. Offeror shall submit one (1) original and four (4) copies of the proposal, along with one (1) electronic media copy in PDF.
3. All proposals must include everything required in the portion of this document entitled Proposal Submission, beginning on Page 8.
4. Offeror must have sufficient trained staff with sufficient backup personnel to preclude any delay and/or interruption of operation of the Senior Center.
5. Offeror must submit a certified copy of its current financial report with the proposal. Such information may be marked "**CONFIDENTIAL**" so as not to be disclosed once the file becomes public information.
6. Offeror must submit a list of three (3) references, including name of Business/Company, address, contact person and phone number. In addition, references must include any management contracts that were canceled, terminated or not renewed over the last three (3) years. All such documentation shall be included in the proposal.
7. The RFP does not commit the County to procure or award a contract for the scope of work described.
8. All information and work submitted in response to the RFP shall become the property of the County and, as such, may be subject to public review as public records.
9. The County has sole discretion and reserves the right to reject any and all responses received with respect to the RFP and to cancel the RFP at any time prior to entering into a formal agreement with an offeror. The County reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms in the RFP.
10. The County reserves the right to waive any technical irregularities in any proposal.
11. Any terms and conditions of the response to this RFP will remain in effect for 90 days after the date of submission.
12. The County reserves the right to amend the RFP through written addenda.
13. The County reserves the right to waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked offeror.

SPECIFICATIONS AND CONTRACTUAL TERMS

INTRODUCTION

The County of Curry is seeking proposals for professional services for the management of the Curry County Senior Center located at 1120 Cameo Street in Clovis, New Mexico. The management and operation of the Senior Center will include senior services such as: planning events, organizing and promoting activities, meals and other services for seniors. Seniors shall have opportunities to read, get together and mingle and engage in various types of activities.

Some activities may include but are not limited to, Bingo, Fitness, Field Trips, Dancing, Workshops, Special Events, Karaoke and other activities that would be safe and beneficial to the senior citizens of Curry County. Transportation, medication management, planning events for seniors, organizing, promoting activities, directing, marketing, controlling, security, cleaning, facility maintenance and other similar related services customarily provided pursuant to a management and operation agreement are required.

Curry County has recognized the need for an area for a center where senior citizens can meet, enjoy activities and at the same time, County can ensure that the needs of the seniors are being provided for. Curry County desires an offeror that can operate the Curry County Senior Citizens Center and ensure that those needs of the seniors in the Curry County are met.

CONTRACT PERIOD

The initial term of a contract awarded as a result of this RFP shall be from award date for two (2) years. The contract may be renewed according to the terms stated herein for one (1) additional two (2) year period. The County reserves the right to renew or issue a new Request for Proposal (RFP) without explanation or cause.

The pricing for the first twenty-four (24) months shall remain as bid. Any price increases for subsequent years must be submitted to the Curry County Purchasing Department no later than 120 days prior to a renewal term. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

BACKGROUND

Curry County owns the entire property of the 1120 Cameo Street in Clovis, New Mexico. This subject property consists of a shared site. The improvements consist of a 6,321 square foot main building with 1,421 square foot garage/warehouse. The Premises share the property with the Curry County Health Department and the Curry County Medical and Dental Office Building.

Curry County Senior Citizens Center serves citizens (55 years & older) with leisure, wellness, civic, and educational opportunities for the purpose of expanding interest, enriching quality of life and offering exposure in areas identified by the seniors in a safe and wholesome environment.

MANAGEMENT CONTRACT SCOPE OF SERVICES

The successful proposer must provide professional management for the areas as described in this RFP. The selection will be based upon the qualification and experience of the offeror, as well as the cost of providing to the needs of seniors in Curry County. The County desires finding an entity that can operate the Curry County Senior Citizens Center, where seniors can enjoy activities. Seniors shall have opportunities to read, get together and mingle and engage in various types of activities. Some activities may include but are not limited to, bingo, fitness, field trips, dancing, workshops, special events, seminars, karaoke, ceramics, billiards, arts and crafts and other activities that would be safe and beneficial to the senior citizens of Curry County. The provider shall conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using premises so as to not create any nuisance or permit any trade or occupation to be carried on or use made of the premises that are noisy, offensive or injurious to any person and property. Any particular or specific laws, rules, regulations or ordinances that pertain to the operation of a senior citizens center shall apply and offeror shall comply with the same at all times. The County recognizes and authorizes that management may utilize this building for other activities after hours of operation of the Senior Center to include meetings, teleconferencing, and other events as long as those events are not used to offset the lease of the building or the services to the Senior Citizens utilizing the Senior Center.

In performing and addressing the needs of elderly residents, Curry County will enter into a lease agreement for use of County vehicles. Offeror shall use the Ford E350 20' 13 Passenger Van for purposes of assisting in the travel and transportation of senior citizens of Curry County in conjunction with and as part of its use and operation of the Curry County Senior Center. Offeror shall comply with any and all terms set forth in the lease agreement for the Senior Citizen Center, and any extensions thereof. Offeror shall ensure the Van is used in a safe and appropriate manner. Offeror shall be obligated to provide as many drivers for said Van as may be necessary to meet any and all requirements necessary to provide transportation to older individuals and persons with disabilities within Curry County so they can attend and participate in activities at the Senior Citizens' Center and, as may be necessary for said senior to remain independent and involved in their communities. Drivers who operate the Van shall be fully licensed to drive said Van, and transport passengers. Offeror shall ensure that at all times it has and maintains valid insurance policies to cover any and all damage/repair of said Van. Said policies shall be in a minimum amount of \$ 50,000 replacement value for repairs and/or damage to the Van, \$500,000 general property damage, and \$1,000,000 of liability insurance to cover any and all claims for damage to property, injury to person or loss of life resulting from misuse of the Van.

MONETARY CONSIDERATIONS

Pursuant to New Mexico State Law, Curry County must lease all of its property at fair market rent. The fair market rent of the Curry County Senior Center in 2016 is \$42,600.00. In lieu of payment to the County, in part or in total, the offeror may provide services and/or pay certain expenses that are of value to the County. It is expected that the offeror will repair and maintain the Senior Center, provide liability insurance, pay for the utilities of the Senior Center. The value of such costs and services must equal or exceed the fair market rent. If they do not, then a monetary lease payment must be made in order that a fair market rent is remunerated to the County.

INTERPERTATIONS AND ADDENDA

All questions regarding technical aspects of this RFP shall be submitted in writing to the Procurement Officer: Carol Pipes, fax (575) 763-3656, cpipes@currycounty.org with a copy to Troy Hall, thall@currycounty.org . Interpretations or clarifications in response to such questions will be issued by addenda to all parties recorded by the Procurement Officer as having received the proposal documents. Only questions answered by formal written addenda will be binding.

GUIDELINES FOR SUBMITTAL

Each proposer shall submit one (1) clearly marked and bound original and four (4) bound copies, along with one (1) electronic media copy in PDF. The "proposal form" must be signed by a person authorized to bind the proposer to the proposal. All proposals MUST be organized exactly as specified in Section titled "Proposal Submission".

Effective Period of Proposal: All proposals shall state the period for which the proposal shall remain in effect. Such period shall not be less than ninety (90) days from the proposal date. Services will need to begin no later than April 8, 2017.

Confidentiality: Until a contract is executed, resulting from this Request for Proposal (RFP), no employee, agent or representative of any offeror shall make available or discuss its proposal with any elected or appointed official, officers, member, employee, agent or representative of Curry County, unless for purposes of clarification, evaluation or negotiation. Proposals shall be opened publicly, but shall not be available to public inspection, until after the award of the contract.

Right of Rejection: Notwithstanding any other provisions of the RFP, County reserves the right to award the contract for Management Services to the most responsible, responsive offeror(s), whose proposal is most advantageous to County, taking into consideration the evaluation factors set forth in this RFP. Further, County reserves the right to reject any and all proposals, in whole or in part, when it is deemed to be in the best interest of the County, and with no penalty to the County.

Award of Contract: The business to which the contract is awarded shall be required to enter into a written contract with Curry County, in a form approved by legal counsel for County. This RFP, or any part thereof, may be incorporated into and made part of the final contract. County reserves the right to negotiate the terms and conditions of the contract with the selected Offeror(s).

EVALUATION PROCESS AND SELECTION CRITERIA

All proposals will be reviewed by the Evaluation Committee for quality and completeness. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The proposals will be scored in each of the following categories using the maximum point values listed below.

30 Points	Qualifications and experience of the offeror and staff.
25 Points	Experience with similar Management Operations with an emphasis on Senior Citizens.
20 Points	Past Record of Performance.
15 Points	The operation plan and services to be provided to the Senior Citizens of Curry County.
10 Points	Verification of abilities and performance obtained from a minimum of three references where the offeror currently provides professional management services similar to those being sought by this RFP.
100 Points	Maximum Evaluation Score

Table 1- Evaluation Criteria

Proposals will be reviewed and evaluated in private by the review committee to determine whether the offeror has met the experience and qualifications described in this RFP. The evaluation committee may arrange for discussions with proposers submitting proposals, if required, for the purpose of additional clarification. Curry County reserves the right to conduct appropriate investigations into the background of any offeror under consideration for this contract.

Curry County staff and other evaluation committee members may, at its discretion, visit any venue currently under the management of the offeror. Advance notice of any scheduled visit will be provided to the offeror and information obtained while visiting any venue may be used to score the proposal.

The top ranking three (3) Offerors may be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentation will be conducted in Curry County at a location to be determined.

Curry County shall be the sole judge of the offeror’s ability to meet the requirements set forth. The County’s decision in determining a responsible and responsive offeror will be final. Curry County reserves the right to act in its best interest in this determination process, to waive all technicalities, and to select the most responsible and responsive bidder. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill all requirements of this request for proposal.

The evaluation committee will make a final selection and recommendation to the Curry County Board of Commissioners. After approval, the offeror and Curry County will enter into a negotiated agreement.

SEQUENCE OF EVENTS

The County will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	12-2-2016
2.	Submission of Proposal	Offeror	1-12-2017 at 2:00pm
3.	Proposal Evaluation	Evaluation Committee	1-13 thru 1-27
4.	Selection of Finalist(s)	Evaluation Committee	1-27-17
7.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	1-27 thru 2-10
8.	Approve Contract	County Commission	2-21-2017
9.	Commence Services	Contracted Offeror	4-15-2017

Table 2- Sequence of Events

PROPOSAL SUBMISSION

- A. Interested experienced Offerors must submit a written proposal that exactly follows the Format For Evaluation below and covers the services and responsibilities specified in this Request for Proposals. Proposals received after January 12, 2017 at 2:00 p.m. (local time) will not be considered.

FORMAT FOR EVALUATION

Proposals must include the following:

- A. **Letter of Transmittal**: This is a brief letter to the County Manager which provides the following information:
 - 1) Name and address of the Offeror.
 - 2) Names, title and telephone number of the contact person for the Offeror.
 - 3) A statement that the proposal is in response to this RFP.
 - 4) The signature, typed name, and title of an individual who is legally authorized to commit the Offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
 - 5) A statement acknowledging and accepting the Terms and Conditions of this RFP.

Proposals must be concise and responsive as possible to the content requested in the RFP. Proposals exceeding 15 pages in length will not be accepted. One (1) original and four (4) copies of the proposal, along with one (1) electronic media copy in PDF, shall be submitted.

Responses to each numerical segment listed below should start on a new page with the number and heading in bold. Proposals which are substantially incomplete or lack key information may be rejected by Curry County.

- B. **Management Structure:** Describe, in detail, the management structure of your organization. Include the legal form and ownership, as well as information regarding the headquarters, other offices and business addresses, with corresponding telephone numbers.
- 1) If the offeror is a corporation or a limited liability company, provide the names and addresses of all officers and directors of the corporation. Also include the names and addresses of all shareholders and their percentages of ownership. If the proposer is a publicly-traded corporation, a declaration of ownership, in a form required by the Securities and Exchange Commission must be submitted.
 - 2) If the offeror is a partnership, limited liability partnership or joint venture, then provide the names, addresses, and percentages of ownership of each partner, whether limited or general.
- C. **Statement of Qualifications:** Proposals must include a brief summary of your organization's qualifications to manage and operate the Curry County Senior Center. List your organization's experience in managing public facilities. State how your company is organized. List your organization's experience in operating and dealing with senior citizens.
- D. **Previous Work Experience:** Discuss, in general terms, your involvement with cities or counties of the same general size and type as Curry County, which have contracted with your organization to provide management of senior citizens. Include not more than three contributions, innovations and successes your organization has had with these prior senior citizen facilities. Include as an addendum to this question, a list of clients that has used your organization for contractual professional management services over the past five years.
- E. **Approach to the Engagement:** Discuss your approach to the management of the Curry County Senior Center. Discuss the level of service proposed based on, and supported by, past and present experience at other locations, to include:
- 1) A narrative description of your organization's approach to the marketing of the Senior Center. Include the type of events to be pursued. Describe proposed initiatives to encourage the use of the Senior Center. Please include proposed initiatives to attract senior citizens.
 - 2) A narrative description of your organization's approach to the management of the Senior Center. Describe proposed managerial initiative to contain costs and/or increase the revenues of the facilities. Include with your organizations' proposal a tentative list of potential staff employees of the Senior Center. Management duties will also include:
 - a) Events and Activities – Management shall provide activities to include but are not limited to, bingo, fitness, field trips, dancing, workshops, special events, seminars, karaoke, ceramics, billiards, arts and crafts

and other activities that would be safe and beneficial to the senior citizens of Curry County.

- b) Ensuring that premises are open and operating at the times that are convenient for the senior residents;
 - c) Cleaning and janitorial services;
 - d) Broad spectrum of services- including but not limited to social, education and recreational activities
- F. **Personnel:** Presuming that if your organization is selected, then please identify the personnel who would be assigned to organize this engagement, including the form of staff organization, background, experience and training of personnel assigned to the Senior Center.
- G. **Client References:** Please provide at least three references, including addresses, telephone numbers and contact persons
- H. **Audited Financial Statement:** Provide independently audited financial statements for last three years of Offeror's business.
- I. **Exceptions to RFP:** Offerors must clearly indicate any exception to this RFP and outline what alternative is being offered. The County may accept or reject such exceptions.

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are also required to be included in your proposal packet:

1. Bidder's Response Form – Page #16
2. Execution of Proposal Form – page #17
3. Bidder's Reference Form – page #18
4. Proposer's Certification and Non-Collusion Affidavit – page #19
5. Offeror Information Form – page #20
6. Copy of Business License – include with page #20
7. Completed W-9 – include with page #20
8. Options, Exceptions or Variations – Page #21
9. Resident/Veterans Preference Certification – page #22
10. Campaign Disclosure Form – pages #23-24
11. Proof of Insurance

CONTRACTUAL PROVISIONS

The following provisions will be in any contract entered into by and between the County and the successful offeror.

Termination: The contract may be 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.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

Notice: The Procurement Code, Sections 13-1-28 through 13-1-99, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Equal Opportunity Compliance: The successful corporation agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the institution agrees to insure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the institution is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, Offeror agrees to comply with this paragraph.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico.

ADDITIONAL TERMS

1. The County currently is under contract with a management firm. The successful firm will be required to coordinate with the existing management firm to smoothly transition management responsibilities in the event a new firm is selected. The successful firm is expected to honor any and all commitments previously contracted or scheduled prior to award of a new management contract as a result of the RFP.
2. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the County Manager or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the County Manager. The County is not responsible for any errors or omissions contained in the Offeror's proposal.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such

- information with the proposal. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are not acceptable.
 6. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
 7. Proposals that do not meet the requirements set forth may be considered non-responsible.
 8. The County reserves the right to negotiate any and all elements of this RFP.
 9. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
 10. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
 11. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
 12. If an offeror to whom a contract is awarded refuses to accept the reward, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
 13. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
 14. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
 15. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
 16. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
 17. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing Offerors during the negotiation process.
 18. Proposals shall be evaluated according to factors set forth on Table 1-Evaluation Criteria. Each factor shall be given the weight indicated.
 19. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.

20. A multi-term proposal is being sought. The County's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time or at least to the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.
21. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
22. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
23. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
24. The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
25. The offeror will be required to carry the following insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,000,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
 - c. Valid Insurance policies to cover use of Ford E350 20' 13 Passenger Van
 - i. \$50,000 replacement value for repairs and/or damage to said van, \$500,000 general property damage, and \$1,000,000 of liability insurance to cover any and all claims for damage to property, injury to person or loss of life resulting from misuse of the Van.
26. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
27. The Offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with Offeror's performance under this RFP or Contract.

28. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
29. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
30. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
31. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
32. The County's policy on requests for copies of proposal information after award is as follows:
Submit a written request detailing what information you would like to receive.
 - a) There will be a charge of \$0.75 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

33. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:
Finance Director
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

34. In order to receive resident or resident veteran preference, a copy of the offer's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Events Center and Fairgrounds Professional Management Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to Carol A. Pipes, Procurement Officer, (575) 763-6016, ext. 130 or cpipes@currycounty.org with a copy to Troy Hall, thall@currycounty.org. For questions regarding the management of the Curry County Senior Center, please contact Lance A. Pyle, County Manager at lpyle@currycounty.org or (575) 763-6016.

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL
PROPOSAL FORM**

OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2016/17-03 MANAGEMENT SERVICES** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

1. Legal Business Name: _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: _____ State of Registraton: _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone: _____ FAX _____
8. Email _____
9. Company Website _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM

OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2016/17-03 SENIOR CENTER MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1) **THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS** _____
Signature

2) **THERE ARE NO OPTIONS, ETC. LISTED.** The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

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

Please check one box only

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

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

PROPOSAL FORM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2016/17-03 PROFESSIONAL MANAGEMENT SERVICES
DUE DATE: JANUARY 12, 2017 – 2:00 P.M.

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,

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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 Wendell Bostwick, Ben McDaniel, Tim Ashley, Angelina Baca, and Chet Spear; Commissioners Elect Ben Smith and Robert Thornton; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Rosalie Riley, Clerk Elect JoLynn Queener or Probate Mark Lansford.

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)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL