

# County of Curry



## Request for Proposals No. 2017/18-07

### MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC

**Issue Date:  
February 27, 2018**

**Proposal Due:  
March 29, 2018  
Time: 2:00 p.m.**

**Curry County Administration Office  
417 Gidding St., 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. 2017/18-07 Do Not Open"**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified offerors for providing of medical services for the Clovis Health Clinic, located at 1521 West 13<sup>th</sup> Street, Clovis, NM 88101.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than March 29, 2018 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent 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 Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, 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  
Purchasing Agent/  
Procurement Officer  
Phone – 575-763-6016 Ext. 133  
Fax – 575-763-3656  
[thall@currycounty.org](mailto:thall@currycounty.org)

## **PURPOSE/GOAL**

The New Mexico Legislature has established, in §4-38-13.2 NMSA 2016 that: “the Legislature finds that without the daily contributions and efforts of the thousands of worthwhile non-profit organizations dedicated to the sick and indigent persons in communities throughout New Mexico, the state would be inundated with constant requests for health, human and social services, that it does not have revenue or resources to provide. The Legislature finds that it is in the best interests of that population, as well as for all residents and tax payers, that consideration be extended as real value recognition of the indispensable part the services contribute to the fabric of Life in New Mexico.”

Curry County is requesting proposals from a qualified offeror to provide medical and dental services primarily to the residents of Curry County, New Mexico and the surrounding area. The County will enter into a contract with the successful offeror to use/or manage the County’s building and property located at 1521 West 13<sup>th</sup> Street in Clovis, New Mexico without payment of rent in exchange for providing and to offset the cost of providing the services listed in the RFP. The successful proposal will demonstrate an outstanding record of performance in operating public health care clinics in an area with a population of approximately 50,000. The health care provider will be required to furnish all of the appropriate equipment and operational supplies that are necessary to render the patient services mentioned in this RFP and the submitted proposal. The selection will be based upon the qualifications and experience of the offeror. The health care provider must be licensed in New Mexico to conduct business and must maintain all necessary licenses and permits required by Federal and State rules and regulations. A minimum of five (5) years experience in operating clinics of this type is required. In addition, the proposal must contain proof of malpractice, workers compensation and general liability insurance.

Curry County prefers the offeror provide services for forty (40) hours per week, however, if the offeror cannot provide a full-time clinic, the offeror must state the hours of operation in the proposal.

## **SCOPE OF WORK**

Offeror must provide medical services that include, but is not necessarily limited to:

### **A) MEDICAL**

- 1) Acute medical (e.g. colds, upper respiratory infection, urinary tract infection, etc.) for prenatal, pediatric, adolescent, adult & geriatric patients
- 2) Chronic medical (e.g. hypertension, diabetes, arthritis, etc.)
- 3) Minor emergency medical (e.g. lacerations, fractures, sprains, strains, etc.)

- 4) Pediatric care (e.g. upper respiratory infections, urinary tract infections, asthma, etc.)
- 5) Prenatal care, delivery, and postpartum care (if not eligible for Medicaid)
- 6) Laboratory services
- 7) Radiology referral services to include diagnostic imaging. These services will be reviewed on a case by case basis depending upon the need of the patient
- 8) Pharmacy services will include offerors actual cost of the prescribed medications, cost of glucose monitoring devices and associated supplies, peak flow meters, crutch rental for a reasonable period of time and any other medically necessary expense which is required for the treatment of a patient.
- 9) Gynecology services that emphasize annual pap and pelvic examinations, breast and cervical cancer screening, Colposcopy, etc.

**B) DENTAL:**

- 1) The offeror shall provide routine dental care such as cleanings, x-rays and dental services for minor emergency (e.g. abscesses, root canals, extractions, dentures, denture repair and/or replacement).

**C) PREVENTATIVE SERVICES**

- 1) Immunizations
- 2) Routine physicals
- 3) Pap smears.
- 4) Well child care

\*The floor plan for the Clovis Health Clinic is included in the RFP.

**MONETARY CONSIDERATIONS**

Curry County has obtained a current appraisal on the property at 1521 West 13<sup>th</sup> Street, Clovis, New Mexico where the 9,692 sq. ft. Curry County Medical and Dental Office Building is situated. The appraised annual rental value of the premises is \$105,000 per year or \$8,750 per month. In lieu of compensating offeror for providing the services requested, County shall allow offeror to use the premises to provide the services identified in this RFP. Offeror shall acknowledge in entering into a contract with County that said offset of rent is sufficient consideration. The services which are to be provided by the offeror, as set forth in the scope of work are of value to the residents of Curry County in the amount in excess of \$105,000 per year. In addition to the services set forth, offeror shall also repair and maintain the premises, pay for utilities and provide liability insurance. Offeror shall, by the end of March, June, September and December

of each year, submit to the County a statement itemizing the amount and description of the service provided during that period together with the costs for repairs, maintenance and insurance of the building and grounds. County also reserves the right to request additional information as may be necessary after its receipt and review of said documents. Should the annual value of offeror's services, repairs, maintenance and insurance costs not equal or exceed \$105,000 for the previous year, offeror shall make up said shortfall through the provision of additional services as agreed to by the parties. Should the value of such services exceed annual rental value, the amount of such excess shall be credited against offerors' services for the current or future years (if applicable); provided, however, that County shall not, under any circumstances, be obligated to reimburse offeror or otherwise be liable for the value of any non-cash services provided by offeror in excess of annual rental value.

## **PROPOSAL CONTENTS**

1. Qualifications and experience of the health care provider and the proposed staff in the field of medicine. Offerors must include a list of the personnel that will be working in the clinic along with the qualifications and experience of each person. This should include a minimum of one nurse practitioner with the appropriate supporting staff.
2. Experience with public health care clinic operations and certifications in an area with a population of approximately 50,000. This shall include a detailed listing of the type of experience the offeror has in operating a clinic during normal business hours.
3. Past record of performance, including the capacity and capability to perform the necessary services.
4. Monetary considerations – Medical charges to patients and operation options proposed for the benefit of the taxpayers of Curry County. This should include a complete business plan including financial data necessary to successfully run the clinic.
5. Plan for operating the clinic and services to be provided, including proposed normal business hours and any and all emergency hours.

## **REQUIREMENTS FOR PROPOSAL**

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal for the Project.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your

- organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
  4. Proposals shall not exceed fifteen (15) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
  5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

## **EVALUATION CRITERIA**

1. Qualifications and experience of offeror and staff **20 Points**  
(Proposal Contents, page 5, #1)
2. Experience with public care health clinic operations including the operational plan and services to be provided. **40 Points**  
(Proposal Contents, page 5, #2)
3. Feasibility of the business plan to operate a successful clinic in the area. Does their plan fit with the needs of the patients within the County? **20 Points**  
(Proposal Contents, page 5, #3)
4. Monetary considerations to patients and Curry County. Is the plan realistic to provide success to the Offeror and County to sustain the clinic and services needed? **20 Points**  
(Proposal Contents, page 5, #4)

**Maximum Evaluation Score** **100 Points**

## **PROCEDURE**

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked

on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offerors until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.

2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

## **LICENSE AND SAFETY CODE REQUIREMENTS**

The health care provider will be required to obtain any and all permits, licenses and registrations, as may be necessary, for it to use the premises, as well as for providing services in said premises. Offeror shall be responsible to ensure that the premises, at all times during the term of this Agreement, meet and/or exceeds all applicable rules and regulations and all health and safety code requirements

County shall have the right to have its Safety Director, Facilities Maintenance Superintendent or other Representative of the County enter and do a walk-through of the premises at any given time and inspect the same to ensure that offeror's use of the premises is consistent with the terms and conditions set forth herein.

## **EQUIPMENT AND SUPPLIES**

The health care provider will be required to furnish all of the appropriate equipment and operational supplies that are necessary to render the patient services mentioned in this RFP and the submitted proposal with the exception of any and all equipment, including an Ultrasound Machine, which is owned by Curry County and is in the facility.

## **CONDITION OF PREMISES AND REPAIRS**

No representation or warranty as to the condition or repair of the premises has been made by County, and, at the expiration of the term of this agreement or any renewal or

extension thereof, offeror will yield up peaceably said premises to County in as good order and condition as when the same was entered upon by the offeror, reasonable use and wear excepted.

Offeror must maintain both the interior and exterior of the buildings and be responsible for the costs of any and all repairs which may become necessary in conjunction with their use of the building, and the surrounding property owned by County, whether they are structural, mechanical, or otherwise.

**ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

Offeror shall not make, cause to be made, construct or allow others to make, construct or cause any alterations, additions or improvements in or about the premises without prior written notice to County and County’s written consent and then only with the express conditions that any and all alterations, additions and improvements shall be done at offeror’s expenses and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations and that no liens of mechanics, material men, laborers, architects, artisans, contractors, sub-contractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises, or any part thereof. Offeror shall indemnify and hold harmless County from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against County or against the premises on account of or arising out of any alterations, additions or improvements.

Any alterations, additions and improvements shall become a permanent part of the premises, and any and all interest of offeror therein shall immediately vest in County. No such alterations, additions and improvements shall be removed from the premises by offeror without the prior written permission of County.

**Sequence of Events**

All parties shall make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	2/27/2018
2.	<b>Mandatory</b> “Notice to Owner of Intent to Propose”	Potential Offerors	3/9/2018
3.	Deadline to submit questions	Potential Offerors	3/16/2018
4.	Last Response to Written Questions/RFP Amendments	Curry County	3/23/2018
5.	<b>Submission of Proposal</b>	<b>Offeror</b>	3/29/2018
6.	Proposal Evaluation	Evaluation Committee	4/12/2018

7.	Selection of Finalist(s)	County	4/12/2018
8.	Possible Oral Presentation by Finalist	Offeror	4/13/2018
9.	Approve Recommendation of Evaluation Committee	County Commission	4/17/2018
9.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	4/17/2018 Through 5/10/2018
10.	Approve Contract	County Commission	5/15/2018
11.	Commence Services	Contract Offeror	6/11/2018

### **TERM OF CONTRACT**

The contract shall be awarded for a two (2) year period; June 11, 2018 to June 10, 2020. The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through June 10, 2022, or soliciting proposal for a new offeror. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

### **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 Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #15
2. Offeror's Response Form – Page #16
3. Execution of Proposal Form – page #17
4. Offeror's Reference Form – page #18
5. Offeror's Certification and Non-Collusion Affidavit – page #19
6. Offerors Information Form – page #20
7. Copy of Business License – include with page #20
8. Completed W-9 – include with page #20
9. Options, Exceptions or Variations – Page #21
10. Resident/Veterans Preference Certification – page #22
11. Campaign Disclosure Form – pages #23-24
12. Proof of Insurance

## **Contractual Provisions**

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

**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 13-1-199, 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 offeror 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 offeror agrees to ensure 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 offeror 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.

## **NONDISCRIMINATION STATEMENT**

Curry 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 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 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. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

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

## **ADDITIONAL TERMS**

1. 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.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director 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 Purchasing Agent or Finance Director. 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 Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.

3. 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.
4. 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.**
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. 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.
10. 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.
11. If an offeror to whom a contract is awarded refuses to accept the award, 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.

12. 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 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. 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.
14. All offerors submitting proposals will be notified by letter of the County's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. 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.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. 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.
19. 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.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves 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.
21. 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.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The offeror shall cause all utilities and other services, of whatever nature, to be in offerors name and shall promptly pay the same
24. Offeror shall be responsible for all taxes and assessments which have been or may be levied upon the premises.
25. The offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:

- a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
  - b. Workers' Compensation insurance as required by state statute.
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 \$1.00 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

In order to receive resident or resident veteran preference, a copy of the offeror'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 Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or [thall@currycounty.org](mailto:thall@currycounty.org) with a copy to Carol Pipes, [cpipes@currycounty.org](mailto:cpipes@currycounty.org).

**PROPOSAL FORM**  
**MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"**  
**RFP #: 2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC**

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [thall@currycounty.org](mailto:thall@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**March 9, 2018.**

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

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person authorized to sign for Firm**

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**ALTERNATE CONTACT PERSON/INFORMATION: \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.**

**NAME:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP

\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP

**THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE MARCH 9, 2018**

PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

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**

PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

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

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this proposal was signed by an authorized representative of the offeror.
- \_\_\_\_\_ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

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

OFFEROR'S REFERENCE FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

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  
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

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 #2017/18-06 Medical Services for the Clovis Health Clinic** 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  
OFFEROR'S INFORMATION FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

1. Legal Business Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. City, State & Zip: \_\_\_\_\_
4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_

(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.

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**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 #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

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

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PROPOSAL FORM  
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM  
RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC  
DUE DATE: MARCH 29, 2018

\_\_\_\_\_(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 \$3M allowing me the 10% 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.**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP #2017/18-07 MEDICAL SERVICES FOR THE CLOVIS HEALTH CLINIC**  
**DUE DATE: MARCH 29, 2018**

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 Ben McDaniel, Angelina Baca, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, or Probate Judge 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)

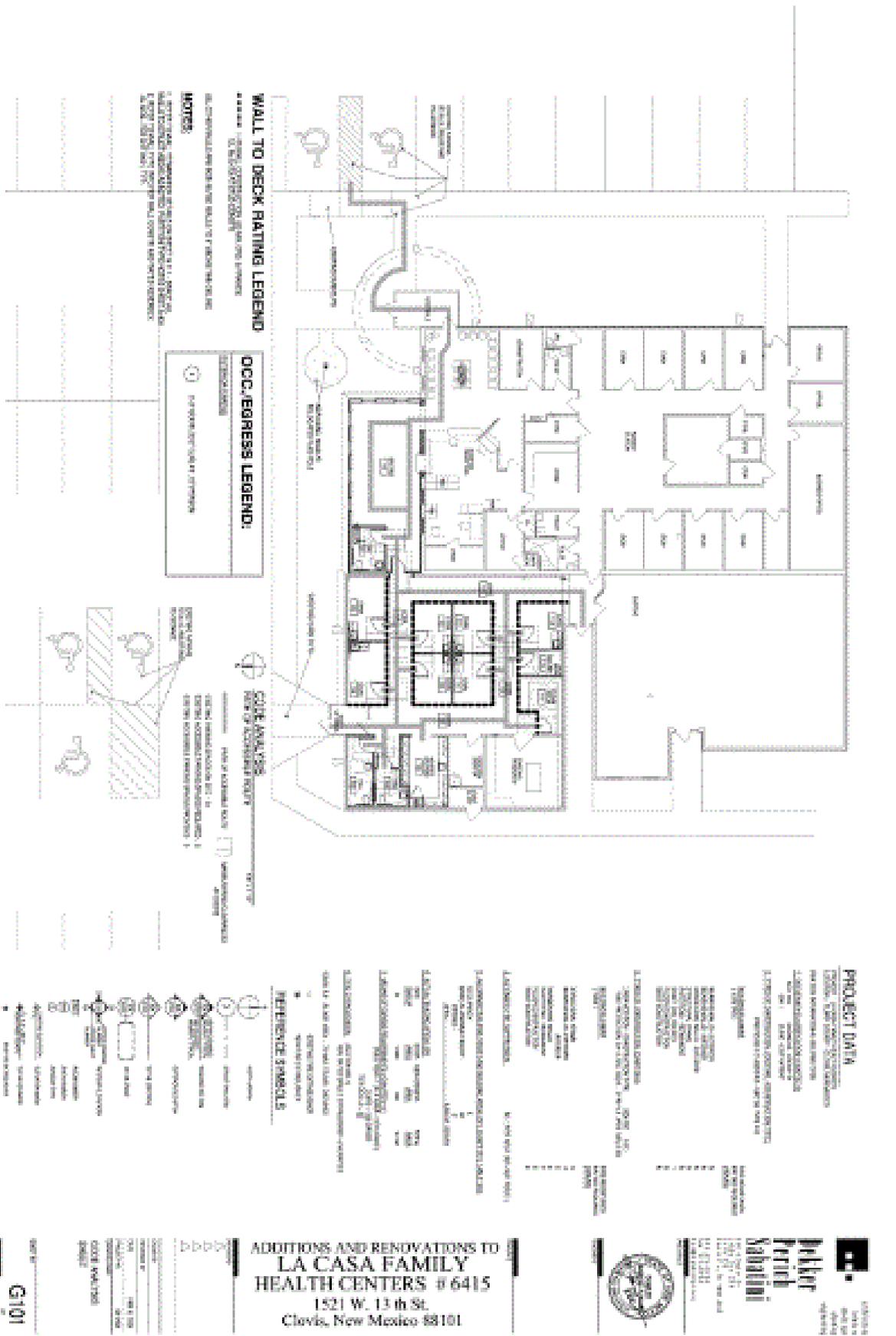
**--OR--**

**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**



**ADDITIONS AND RENOVATIONS TO  
 LA CASA FAMILY  
 HEALTH CENTERS # 6415**  
 1521 W. 13 th St.  
 Clovis, New Mexico 88101

Miller Perich Sabatini  
 ARCHITECTS  
 1521 W. 13th St.  
 Clovis, NM 88101  
 505.765.1111  
 www.mpsa.com

**G101**  
 1/15/2018