

**LEGAL NOTICE
UNION COUNTY, NM
REQUEST FOR PROPOSALS
FOR TRANSPORT SERVICES**

Union County
RFP #19/20-2

The County of Union, NM is requesting competitive sealed proposals for inmate transport services for the County. Interested parties may obtain specifications from or submit proposals to Angie Gonzales, County Manager PO Box 430, Clayton NM 88415. Proposals must be sealed and clearly marked "PROPOSAL FOR INMATE TRANSPORT SERVICES." The County reserves the right to reject any and/or all proposals, to waive any technicalities, and to accept in whole or in part such proposal/s as may be deemed in the best interest of the County. Negotiations as allowed by the State Procurement Code may be pursued. Proposals will be accepted until 1:30 p.m. on December 4, 2019 at which time they will be opened in the office of the County Commissioners. The Board of Commissioners will evaluate, negotiate and/or award at a later date.

Union County, NM

Angie Gonzales, Manager

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Publish in the Union County Leader as a Legal Notice on Wednesday November 20, 2019

Publish on the Union County Website Unionnm.us

**SPECIFICATIONS FOR
PROPOSALS FOR INMATE TRANSPORT SERVICES
FOR UNION COUNTY, NM**

1. INTRODUCTION

The County of Union, NM invites qualified offeror to submit proposals in accordance with the specifications contained in this Request for Proposals (RFP). The purpose of this procurement is to select a contractor to provide inmate transport services to the County.

The RFP contains specific requests for information. In responding, offerors are encouraged to provide any additional information they believe is relevant.

2. SEQUENCE OF EVENTS

Events	Date
Release of RFP	11/20/2019
Submission of Proposals	12/4/19
Evaluation of Proposals	12/4/19
Negotiation (if applicable)	12/4/19
Selection and Contract Approval	12/10/2019

A. Submission of Proposal

A copy of the proposal and supporting documentation shall be submitted to Union County (hereafter referred to as “County”). The Proposal must be in the format specified in Section 5 below. Proposal must be signed, and the authority of the individual signing must be stated on the proposal. Supporting documentation that is submitted will not be returned to the offeror.

The deadline for receipt of proposals for inmate transport services is 1:30 p.m. on Wednesday December 4, 2019. Proposals shall be submitted in sealed envelopes clearly marked “PROPOSAL FOR INMATE TRANSPORT SERVICES.”

Proposals are to be submitted to the Commissioners Office to the attention of Angie Gonzales, Manager, where they will be date and time stamped. Regular mail, express mail, courier or hand delivery is acceptable. No facsimile proposals will be accepted. All proposals must be addressed to:

Union County Commissioner’s Office
PO Box 430
Clayton, NM 88415

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Contractor shall offer a service to bring prisoners to requested facilities. This could involve overnight or next day travel, and may be of either gender.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered, unless it would have been timely but for the action or inaction of the County. Time limits will not be waived.

Proposals will not be opened publicly, but will be opened in the presence of one or more officials of the County and will become public only after the award of the contract as specified in the State Procurement Code.

The County reserves the right to reject any or all proposals, to waive any technicalities, and to accept in whole or in part the proposals that may be deemed in the best interest of the County.

B. Evaluation of proposals

The responsible offeror whose proposal is most advantageous to the County will be selected to perform the services. The weight to be given to each of the evaluation factors is set forth below:

1. Transport expertise with County inmates – knowledge and experience in areas of county jail facilities _____ 30%
2. Overall knowledge and experience including but not limited to County inmate transportation _____ 20%
3. Past performance _____ 20%
4. Proximity and availability – availability for transportations of planned and unplanned transportations _____ 10%
5. Fee Schedule _____ 20%

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C. Selection of Offeror

The award will be made to the responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors and weights set forth above.

Upon request by the Board of Commissioners, offeror must be available for interview. Negotiations as provided for on the State Procurement code may be pursued.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they will be in writing and will be mailed to all firms that requested the RFP. Amendments will be distributed with sufficient time to allow offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals may be extended by the amendment.

The written acknowledgement form mailed with the amendment must be completed by the offeror, and submitted with the proposal as evidence of the receipt of the amendment.

4. CANCELLATION OF RFP, REJECTION OF PROPOSALS

The County reserves the right to cancel this RFP at any time and for any reason. Any and all proposals may be rejected in whole or in part when it is in the interest of the County to do so. The County shall not be responsible for the payment of any costs incurred by the offeror in the preparation of submission of a proposal.

The issuance of this RFP, receipt of proposals or the selection of a firm or individual in no manner obligates the County to eventual purchase of services. This process is solely at the discretion of the County, and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. FORMAT OF PROPOSALS

Offerors shall organize the proposals as follows:

A. Transmittal Letter

- a. Name, address, and telephone number of offeror
- b. Name and telephone number of primary contact for the offeror
- c. A signature of the offeror or of any officer or employee who certifies that he or she had the authority to bind the offeror
- d. Date of proposal
- e. A statement that the offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP
- f. A statement that the offeror's proposal is valid for ninety (90) days after the deadline for submission of proposal

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B. Body of Proposal

Proposals should address the following items:

1. Introduction
2. Name of the principal officer who will be responsible for the administration of the contract
3. Members of the firm who will take primary responsibility for:
 - a. Transportation of County Inmates
4. Qualifications of the individuals who will be assigned to perform the above duties for the County.
5. Educational/training protocols
6. Proof of current business license to do business in New Mexico
8. Insurance carried by business (If selected must provide certificate of insurance.)
9. Fee proposal:
 - a. Monthly retainer – Based on scope of work set forth in 6.A.
 - b. Hourly rate by member of firm – Based on scope of work set forth in 6.A.
 - c. Other charges – Based on 6.A.

6. SCOPE OF WORK AND FEES

Union County desires to enter into a non-exclusive contractual relationship with a practicing attorney or firm to provide inmate transport counsel to Union County.

- A. The following services will be included in the service fee:
 1. Transportation of adults taken into custody by the Union County Sheriff's Office
 2. Transport of adults to and from an adult detention facility as directed by the Sheriff's Office
 3. Transport of juveniles to a juvenile corrections facility as directed by the Sheriff's Office
 4. Transport of adult inmates to and from court hearings and medical appointments as directed by the Sheriff's Office
 5. Transport of juvenile inmates to and from court hearings and medical appointments as directed by the Sheriff's Office
 6. Note: Union County has contracts for detention of adults and juveniles at the Roosevelt and Santa Fe County correctional facilities, but transportation of detained adults and juveniles may be required statewide depending on availability of space at those facilities

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7. CONTRACT TERMS

The following terms and conditions will apply to any contract between the offeror and the County:

- A. Term – The term of the contract will be an initial term of three (3) years beginning on the date the contract is signed by both parties and approved by the Board of Commissioners.
- B. Termination – Either party upon thirty (30) days written notice may terminate the contract.
- . Renewal – The parties may, by mutual agreement, extend the contract for a term to be negotiated up to one more year from the time of the initial signing of the contract, for a total of four years.
- D. Subcontracting – Contractor shall not subcontract any portion of the services to be performed under the agreement without the prior written approval of the County.
- E. Records and Audits – Contractors shall maintain detailed time and expense records that indicate the date, time and nature of services rendered to the County, or expense incurred on behalf of the County; and the County shall, upon giving reasonable notice, have the right to review the records kept by the contractor.
- F. Conflicts of Interest – Contractor shall warrant that it has no known current interest and does not anticipate that it will acquire any interest that would directly conflict in any manner or degree with the performance of services under the proposed agreement.
- G. Liability and Automobile Insurance – The successful bidder shall provide certificates of public liability or general liability insurance or copies of insurance policies evidencing coverage for all liability of the successful bidder and its personnel which may arise out of services provided under the agreement. Such coverage shall be in an amount not less than \$1,000,000/\$1,000,000 per occurrence. The Successful Bidder shall also provide automobile liability coverage in an amount not less than \$1,000,000 combined single limit. An umbrella policy shall also be provided with coverage limits of not less than \$2,000,000. The amount of any deductible shall be stated, and such insurance shall remain in full force and effect during the term of the agreement. Upon contracting with the Successful Bidder, Union County shall be named as an additional insured on said policy.

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- H. Indemnity - The Successful Bidder shall indemnify, protect, defend, save, and hold Union County, New Mexico, its Board of County Commissioners, its Elected Officials, employees, agents, and contractors ("the Indemnified Parties") harmless from and against any and all claims, losses, damages, liabilities, demands, actions, suits, fines, fees, costs and expenses whatsoever, including reasonable outside attorneys' fees, arising in any way from the contracted-for work, and from the conduct of any owner, director, officer, employee, agent, contractor, representative, licensee, guest, invitee or visitor of Contractor, or from any default under Contract by Contractor. If any action or proceeding is brought against the Indemnified Parties, Contractor shall, upon request of an Indemnified Party, defend said parties at Contractor's expense by counsel satisfactory to the Indemnified Party. The provisions of this paragraph shall survive the expiration or termination of the Contract with respect to any claims or liability arising from events occurring prior to such expiration or termination.