



Agenda Item Number: 2-7-13.11B

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission

Meeting: February 7, 2013

Division / Elected

Office: Detention Center

Staff Contact: Al Casamento, Director

Title of Item: Award Bid for Professional Consulting Services for Sandoval County Detention Center

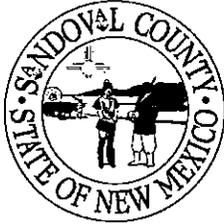
Action Requested: Discussion and Motion to Award Bid for Professional Consulting Services to PRE-OFDT Certification Services, LLC for \$65,000 and Approval to Authorize the County Manager to Enter into a Professional Services Agreement

Summary: A Request for Proposals for Professional Consulting Services was published December 24, 2012 through January 2, 2013. Only one company submitted a proposal.

The request for proposal required professional consulting services with experience and knowledge of American Corrections Association (ACA) Accreditation and Office of the Federal Detention Trustee (OFDT) Audits to assist Sandoval County Detention Center successfully complete a federal performance based professional standards audit and inspection. Liz Otten, Senior Procurement Specialist for Sandoval County received the proposal and supervised the evaluation process. An Evaluation Committee reviewed the proposal and evaluated based on criteria listed in the Request for Proposals.

Attachments:

- Evaluation Committee Report
- Professional Services Agreement



Agenda Item Number: 2-7-13.11B

FISCAL IMPACT

The contract for Professional Consulting Services will be \$65,000.00 and will prepare the Sandoval County Detention Center to pass an OFDT inspection.

STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 01/29/2013

**Initiating Elected Official /
Division Director:**

PRE-OFDT Certification Services, LLC submitted a thorough proposal and contract. The contractor is located in Sandoval County and will provide the services for the Detention Center to successfully pass an OFDT inspection. AGC 01-16-2013

Legal:

Approved as to form. PFT 1/28/2013

Finance:

Funding will come from the GF –Recommend Approval. CCH 1/29/13

Liz Otten, Senior Procurement Specialist
Procurement processes were followed.
Recommend Approval of PRE-OFDT Certification, LLC for Sandoval County Detention Center Professional Consulting Services per RFP#FY13-DC-2.

EVALUATION COMMITTEE REPORT	
DEPT/DIV	Sandoval County Detention Center
RFP TITLE	Professional Consulting Services
RFP NUMBER	FY13-DC-2
DATE OF REPORT	1/4/13
ASSEMBLED BY	Liz Otten, Procurement Officer / Sandoval County Finance Department
PHONE/EMAIL	(505) 404-5873 / lotten@sandovalcountynm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be written by the Procurement Officer, approved by the evaluation committee, signed by the evaluation committee, and become part of the procurement file.

SCORES AND JUSTIFICATIONS

<p>Qualifications of the Vendor: (25 Points Possible)</p> <ul style="list-style-type: none"> • <u>PRE-OFDT Certification Services, LLC</u>: (25) – Mr. Johnsen provided documentation proving qualification for himself and his associates in the areas of Corrections and OFDT Federal Performance Based Detention Standards.
<p>Completeness of Information Supplied: (15 Points Possible)</p> <ul style="list-style-type: none"> • <u>PRE-OFDT Certification Services, LLC</u>: (15) – The submitted proposal is thorough and complete. Responses are relevant and informative. All required documents were provided and complete. Additional biographical and financial information was provided.
<p>Experience of Vendor: (25 Points Possible)</p> <ul style="list-style-type: none"> • <u>PRE-OFDT Certification Services, LLC</u>: (25) – The offeror provided detailed work experience for Danieray Johnsen, Emery Morris, and Leslie Speidel. All three individuals have relevant experience in field of corrections and OFDT Federal Performance Based Detention Standards. The references received on behalf of other agencies with which PRE-OFDT Certification Services, LLC has had previous contract provided positive feedback and strong recommendations.
<p>Cost: (25 Points Possible)</p> <ul style="list-style-type: none"> • <u>PRE-OFDT Certification Services, LLC</u>: (25) – The total possible amount of points were not awarded because the proposed cost is high; however, the services to be provided are valuable and essential.
<p>Resident or Veteran's Preference (Optional)</p> <ul style="list-style-type: none"> • <u>PRE-OFDT Certification Services, LLC</u>: (5) – New Mexico Taxation and Revenue Business License Number Provided in the proposal and Application for Veteran's Preference was submitted for review.

Total Points Earned: <u>PRE-OFDT Certification Services, LLC</u>: 95 of 100 Possible

EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
ALFRED G. CASAMUNTO	SANDOVAL COUNTY DETENTION CENTER DIRECTOR - OVERALL DETENTION CENTER OPERATIONS AND STAFF.
GREG QUINTANA	SANDOVAL COUNTY DETENTION CENTER DEPUTY DIRECTOR OF OPERATIONS - DAILY FACILITY OPERATIONS.
BRETT BRUNER	SANDOVAL COUNTY DETENTION CENTER DEPUTY DIRECTOR OF QUALITY ASSURANCE AND RISK MANAGER

Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation of Proposals submitted for the "Professional Consulting Services for the Sandoval County Detention Center" RFP	1/4/13	Evaluation Committee members reviewed and scored proposals submitted in response to the RFP

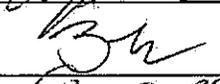
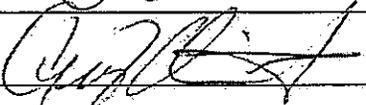
Section 6. SUMMARY OF AWARD RECOMMENDATION

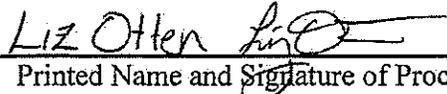
The proposal submitted by PRE-OFDT Certification Services, LLC was the only proposal received in response to the SCDC Professional Consulting Services RFP # FY13-DC-2.

The proposal received high scores based on the Offeror's qualification and experience and is therefore recommended to be awarded the Contract for Professional Consulting Services for the Sandoval County Detention Center.

PRE-OFDT Certification Services, LLC provided all of the documentation requested in the Request for Proposals as well as additional helpful information.

SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
ALFRED G. CASAMUNTO	Agree		01-07-2013
Brett A. Bruner	Agree		1-7-13
Greg Quintana	Agree		1/7/13


1/8/13
 Printed Name and Signature of Procurement Officer Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of January, 2013, by and between the County of Sandoval, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and PRE-OFDT Certification Services, LLC (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Professional Consulting Services, RFP FY13-DC-2, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated January 3, 2013, in response to RFP FY13-DC-2, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement. The Contractor shall provide professional consulting services with experience and knowledge of American Corrections Association (ACA) Accreditation and Office of the Federal Detention Trustee (OFDT) Audits to assist Sandoval County Detention Center successfully complete a federal performance based professional standards audit and inspection, which includes, but is not limited to the following:

Assist the Sandoval County Detention Center in the development of:

- 1) Facility emergency plans;
- 2) Facility posts orders for all security posts;
- 3) On-site facility security analysis;
- 4) Weapons and munitions accountability systems;
- 5) Tool classification and accountability systems;
- 6) Equipment classification and accountability systems; and
- 7) Key classifications and accountability systems.

The Contractor shall:

- 1) Provide documents that comply with ACA and OFDT performance based professional standards;
- 2) Provide weekly and on-going inspections; meet weekly with leadership staff; assist with training and development; local contractor preferred;
- 3) Provide monthly pre-OFDT inspections; and
- 4) Provide weekly reports of the Detention Center progress to the County Manager.

2. Term

This Agreement shall commence on January 28, 2013 and will terminate on June 28, 2013, and shall be for six (6) months, and may be extended upon agreement of the Parties for up to one (1) year, if requested by the County Manager, unless terminated by either party pursuant to the termination provisions contained herein.

3. Use of Agreement

With the consent of the Contractor, other Central Purchasing Office (NMSA 1978, § 13-1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the County and the Contractor.

4. Termination for Cause

If, through any cause, the contractor fails to fulfill the Contractor's obligation under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements, or stipulations of any part of this Agreement, the county shall have the right to terminate the Agreement. The County reserves the right to recover the excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:
Sandoval County
1500 Idalia Rd., Bldg. D
Bernalillo, NM 87004

The official address of the Contractor is:
PRE-OFDT Certification Services LLC
7092 Husky Drive
Rio Rancho, NM 87144

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Sandoval county Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Sandoval County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Sandoval county Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Sandoval County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of the County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Agreement, less payments previously made.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered, the sum of Sixty-Five Thousand Dollars (\$65,000.00) or at the rates listed in Exhibit C, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provision of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

10. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

11. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

12. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

13. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under the Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Sandoval County Purchasing Office, 1500 Idalia Rd., Bldg. D, Bernalillo, NM 87004 in the event a policy has been materially changed or canceled and be written on an occurrence form naming the County as additional insured.

**Worker's Compensation Statutory
Employer's Liability \$1,000,000**

The Contractor shall comply with the provisions of the Worker's Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, agreement with the County may be terminated effective immediately.

Commercial General Liability with ISO CG2503

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Business Automobile Liability

Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA00011293
Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

**Independent Contractors: Included
Contractual Liability: Included**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filled with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

15. Record Ownership

It shall be clearly understood and agreed between the parties that the county is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

16. Release

The Contractor, upon final payment of the amount due under this Agreement: releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

17. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

18. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

19. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

21. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules, and ordinances.

22. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

25. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

26. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

27. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

28. Enforcement The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

29. Penalties

The New Mexico Procurement Code, NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

30. Entire Agreement

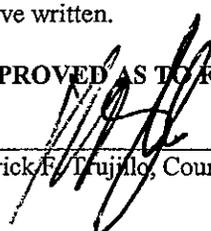
This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

31. Electronic Signature

A signature sent electronically shall have the same legal effect as if the original has been signed in person.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

APPROVED AS TO FORM



Patrick F. Trujillo, County Attorney

SANDOVAL COUNTY

Phillip Ríos, County Manager

CONTRACTOR

By: 

PRE-OFDT Certification Services, LLC

Title: Owner

468 7477

NM Taxpayer Identification Number

461649757

Federal Taxpayer Identification Number

APPENDIX A
 COST RESPONSE FORM
 RFP# FY13-DC-2

Description	Type	Quantity	Cost Per Item
Retainer Fee	Payment	One (1) Time	\$16,250.00
Month 1 Fee	Payment	One (1) Time	\$8,125.00
Month 2 Fee	Payment	One (1) Time	\$8,125.00
Month 3 Fee	Payment	One (1) Time	\$8,125.00
Month 4 Fee	Payment	One (1) Time	\$8,125.00
Month 5 Fee	Payment	One (1) Time	\$8,125.00
Month 6 Fee	Payment	One (1) Time	\$8,125.00
Lodging/Meals/Vehicle Rentals	Payment	As needed	Pursuant to Federal/State per diem rates, NOT to exceed \$4,000.00

Based on above requirements and any professional services needed for configuration, installation, and training.

Month 1 Cost: \$ 24,375.00 (\$16,250.00 (Retainer) + \$8,125.00 (Monthly Fee))
Months 2-6 Cost \$ 40,625.00 (5 X \$8,125.00 (Monthly Fee))
6-Month Cost: \$ 65,000.00

APPENDIX C
PROPOSAL SUMMARY AND CONTRACT

PRE-OFDT Certification Services, LLC (Contractor) shall provide professional consulting services with experience and knowledge of American Corrections Association (ACA) Accreditation and Office of the Federal Detention Trustee (OFDT) Audits to assist Sandoval County Detention Center successfully complete a federal performance based professional standards audit and inspection.

This experience and knowledge includes over 20-years of Federal detention/corrections expertise in policy and procedural development for new and existing detention/correctional facilities housing Federal detainees/inmates. Additionally, our specialized experience and knowledge of nearly 32 years of emergency preparedness, policy compliance, audit and procedural development expertise from the Military, Law Enforcement, Corrections and the Federal Government gives us a staunch professional background.

Over the same period numerous accreditation accolades have been awarded in the areas of Facility Emergency Preparedness Plans; Facility Post Order Development; Leadership; Safe On-site Facility Security Management of inmates and staff; and Effective Accountability Systems in Weapons/Munitions, Tool Classification, Equipment Classification, and Key Classifications to provide a more secure facility, in strict accordance with ACA guidelines.

Based on specialized leadership training, background and experience, four years ago Mr. Johnsen was invited to be part of a team to conduct Office of Federal Detention Trustee (OFDT) accreditation audits for National, State, County, and Private Facilities housing OFDT detainees/inmates.

We shall provide documents that comply with ACA and OFDT performance based professional standards; provide weekly and on-going inspections; meet weekly with leadership staff; assist with training and development; local contractor preferred; provide monthly pre-OFDT inspections; and provide weekly reports of the Detention Center progress to the County Manager.

These professional consulting services are vitally important to the success of the Corrections facilities in New Mexico, as the Sandoval County Detention Center (County) must be compliant pursuant to federal performance based professional standards audit and inspection. We can provide the County with ACA and OFDT compliant practices that will ensure its continued successful compliance.