

**CITY OF BELEN
STATE OF NEW MEXICO
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS (“RFP”)

**LEASE OF LAND PARCEL FOR AN ON-SITE
HOSPITAL ESTABLISHMENT**



RFP # 2013-05

Release Date: August 1, 2013

Due Date: September 16, 2013

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I. INTRODUCTION

A. *PURPOSE OF THIS REQUEST FOR PROPOSAL*

1. The City of Belen (“City” or “Belen”) with this RFP seeks proposals from entities (“Submitters”) interested in submitting information and qualifications for the purpose of leasing (“Lease”) a specific parcel of land made available by Belen (the “Belen Site”) for the establishment, operation, and maintenance of a non-profit on-site hospital with 24 hour emergency health care.
 - a. The lease that is the subject matter of this RFP will be for that portion of the Belen Site currently owned by the City of Belen. A description of the Belen Site is provided in Section E of this RFP.
 - b. The lease will be negotiated, and the City anticipates that monetary consideration from lessee/Submitter to lessor/City will be nominal.

B. *BACKGROUND INFORMATION*

1. There exists a need to provide appropriate and adequate hospital facilities for the sick of Valencia County and surrounding areas.
2. Belen is committed to participate in and contribute to the effort to establish a hospital in the City of Belen.
3. Belen has had a feasibility study prepared, at its expense, (the “Belen Feasibility Study,”) indicating that a hospital is viable if located on a specific parcel of land made available by Belen (the “Belen Site”).

C. *SCOPE OF PROCUREMENT*

1. The result of this procurement will result in an awarded contract with the City of Belen for the lease of the land parcel “Belen Site” upon negotiations.
2. The selected entity will be required to enter into a Health Care Facilities Contract with the Board of County Commissioners of Valencia County, New Mexico (Exhibit B attached). The contract with Valencia County will commence on the date of approval by both parties and shall remain effective until the final scheduled distribution of the mill levy funds.
3. Submitters will be required to address their qualifications, terms of lease, financing plan, conceptual design, phased construction, development plan for the project, a management plan, as well as the plan for the transfer and distribution of the disbursement of approximately \$20 million in mill levy proceeds by Valencia County in their response to this RFP.
4. This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through

13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

D. SCOPE OF REQUEST FOR INFORMATION AND QUALIFICATIONS

1. The selected Provider will, pursuant to NMSA 1978, 4-48B-3(G) (2003):
 - a. Admit and treat patients without regard to race, sex, religion, or national origin.
 - b. Include x-ray, laboratory services, and a pharmacy or drug room.
 - c. Have available adequate emergency equipment, personnel and procedures, including a standby emergency power system, at least one person capable and authorized to initiate immediate lifesaving measures, facility for emergency laboratory work, including as a minimum urinalysis, complete blood count, blood type and cross match, and diagnostic radiographic facility.
2. Provide a facility(s), procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having a suspected of having communicable diseases.
3. Maintain adequate records, including as a minimum, a daily census and register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics.
4. Provide a physical facility(s), personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health (collectively, the "Hospital Facility")

E. RFP MANAGER

1. The City of Belen has assigned an RFP Manager who is responsible for the conduct of this RFP, whose name, address, telephone number and e-mail address are listed below:

Leona Vigil, Deputy Clerk
City of Belen
100 South Main St.
Belen, NM 87002
Tel 505-966-2740 Fax 505-966-2740
Email: leona.vigil@belen-nm.gov

2. All deliveries of responses via express carrier must be addressed as printed above:
With Reference to:

3. Any inquiries or requests regarding this RFP should be submitted, in writing, to the RFP Manager. Submitters may contact **only** the RFP Manager regarding this RFP. Other employees or elected officials do not have the authority to respond on behalf of the the City of Belen concerning this RFP.

F. DEFINITION OF TERMINOLOGY

To supplement the terms already defined parenthetically above, this section contains definitions of terms used throughout this RFP, including appropriate abbreviations:

“**Agency**” means the City of Belen.

“**Belen Site**” means the property defined as follows:

The Belen Site consists of 13.65 acres located near Interstate 25 (I-25) in the City of Belen Healthcare Hub just north of Camino del Llano and east of Christopher Road and more particularly described as follows:

Four tracts of land situated within Section 13, Township 5 North, I East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A,

plus an additional 10.35 acres located north of and immediately adjacent thereto, which is under separate private ownership and is presently available for purchase in connection with the Project, as determined necessary.

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

“**City**” means the City of Belen.

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

“**Community Education and Involvement Plan**” means a plan for communicating in an accessible and positive manner to the citizens of the City of Belen and surrounding areas the Submitter’s plan for effectuating the Project.

“**Desirable**”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”). Failure to meet a desirable item or factor **will not** result in the rejection of the Submitter’s response to this RFP.

“**Entity**” means corporation, firm, company, partnership, individual, joint venture, association or any other private legal entity responding to this RFP.

“**Evaluation Committee**” means a body appointed by the City of Belen management to perform the evaluation of RFP Responses.

“**Evaluation Committee Report**” means a report prepared by the RFP Manager and the Evaluation Committee for submission to the City Manager and/or City Council for award, if any. The Evaluation Committee Report will contain all written determinations resulting from the process called for by this RFP.

“**Finalist**” means a Submitter whose RFP Response meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Mandatory**” – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor **will** result in the rejection of the Submitter’s response to this RFP.

“**Project Manager**” means the person or designee authorized to manage or administer the proposed project.

“**Submitter**” is any person, corporation, partnership, individual, joint venture, association or any other private legal entity responding to this RFP.

“**RFP Distribution List**” means a list of Submitters who return an Acknowledgement of Receipt form by the deadline provided in the Sequence of Events in this RFP.

“**RFP Manager**” means the person or designee authorized to manage or administer this RFP on behalf of the City.

“**Request for Information and Qualifications**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting information and qualifications.

“**RFP Response**” or “**Responsive Proposal**” means a response to this RFP which conforms in all material respects to the requirements set forth in this RFP.

“**Staff**” or “**Personnel**” means an individual who is full-time, part-time, or an independently contracted employee with a Submitter.

G. PROCUREMENT LIBRARY

An electronic version of this document and other relevant documents is available through an online library that can be accessed through the following internet address(es):

<http://www.belen-nm.gov/departments/administration/purchasing.htm>

The library contains information listed below:

- a) Belen Feasibility Study
- b) Map of the Belen Site Location
- c) RFP 2013-05

H. PROJECT MANAGER

The City of Belen has assigned a Project Manager who is responsible for the conduct of this Project, whose name, address, telephone number and e-mail address are listed below:

Steven P. Tomita, Planning & Zoning Director
City of Belen
100 South Main Street
Belen, NM 87002
(T) (505) 966-2745 (F) (505) 966-2745
Email: Steven-Tomita@belen-nm.gov

II. CONDITIONS GOVERNING THE RFP

This section of the RFP contains the schedule, description and conditions governing the RFP.

A. *SEQUENCE OF EVENTS*

The RFP Manager will make every effort to adhere to the following Sequence of Events. The City of Belen in its sole discretion reserves the right to extend, reduce or modify the time periods therein.

No.	Action	Responsible Party	Due Dates
1.	Issue RFP	City	August 1, 2013
2.	Pre-Proposal Conference and Site Visit	City and Potential Submitters	August 12, 2013
3.	RFP Distribution List Response Due	Potential Submitters	August 19, 2013
4.	Deadline to Submit Questions	Potential Submitters	August 19, 2013
5.	Response to Written Questions/RFP Amendments	RFP Manager	August 23, 2013
6.	<i>Submission of RFP Response</i>	<i>Submitters</i>	September 16, 2013
7.	RFP Response Evaluation	Evaluation Committee	September 17-20, 2013
8.	Selection of Finalists	Evaluation Committee	September 23, 2013
9.	Oral Presentations	Finalists and Evaluation Committee	To Be Determined (TBD)
10.	Lease or Agreement Assessment	City	September 24-27, 2013
11.	Finalize Lease or Agreement	City and Selected Submitter	September 30, 2013
12.	Award the Contract	City	October 1, 2013
13.	Protest Deadline	City	October 16, 2013

B. *EXPLANATION OF EVENTS*

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Belen on **August 1, 2013**.

2. Pre-RFP Response Conference and Site Visit

A pre-RFP Response conference and visit to the Belen Site will be held as indicated in the Sequence of Events beginning at 1:00 PM Mountain Standard Time/Daylight Time. The conference will be held at The City of Belen Conference Room, 100 South Main St., Belen, NM 87002. The site visit will be held following the Pre-RFP Response Conference at the Belen Site.

Potential Submitter(s) are encouraged to submit written questions in advance of the conference to the RFP Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed.

Additional written questions may be submitted at the conference or up to the deadline provided in Paragraph 5 of this subsection.

All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Submitter that attended the pre-proposal conference.

Attendance at the pre-RFP Response conference is highly recommended, but not a prerequisite for submission of an RFP Response.

3. Distribution List Response Due

Potential Submitters should hand-deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of RFP Form" that accompanies this document, APPENDIX A, to have their organization placed on the RFP distribution list.

The form should be signed by an authorized representative of the organization, dated and returned to the RFP Manager by 3:00 on the date listed on the Sequence of Events.

The RFP distribution list will be used to distribute written responses to questions and RFP amendments.

Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Submitter's organization name shall not appear on the RFP distribution list.

4. Deadline to Submit Written Questions

Potential Submitters may submit written questions to the RFP Manager as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the RFP Manager as declared in Section I.D.

5. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments will be distributed as indicated in the Sequence of Events to all potential Submitters whose organization name appears on the procurement distribution list.

An additional Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Submitter's representative, dated and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon.

Failure to return this form shall constitute a presumption of receipt and withdrawal from the RFP process. Therefore, the Submitter's organization name shall be deleted from the RFP distribution list.

6. Submission of RFP Response

ALL RFP RESPONSES MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE RFP MANAGER NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON SEPTEMBER 16, 2013.

RFP Responses received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

RFP Responses must be addressed and delivered to the RFP Manager at the address listed in Section I.D.

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Lease and Land for Hospital RFP 2013-05. RFP Responses submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Submitter organizations providing an RFP Response.

7. RFP Response Evaluation

An Evaluation Committee appointed by the City of Belen will evaluate RFP Responses. This process will take place as indicated in the Sequence of Events, depending upon the number of RFP Responses received.

During this time, the RFP Manager may initiate discussions with Submitters who submit responsive or potentially responsive RFP Responses for the purpose of clarifying aspects of the RFP Responses.

However, proposals may be accepted and evaluated without such discussion. Discussions **shall not** be initiated by the Submitters.

8. Selection of Finalists

The Evaluation Committee will select and the RFP Manager will notify the Finalist Submitters as provided in the Sequence of Events.

9. Oral Presentations

Finalist Submitters may be asked to present their proposals and respond to Evaluation Committee questions at The City of Belen Conference Room, 100 South Main St., Belen, NM 87002, as provided in the Sequence of Events.

The City of Belen in its sole discretion will determine whether Oral Presentations by Finalist Submitters will be conducted.

10. Lease or Agreement Assessment

The Evaluation Committee will present its findings, and make a recommendation to the City Council for a prospective firm. The City Council will, by the date provided in the Sequence of Events, determine whether it is in the City's best interest to Enter into a Lease (or an Agreement to Enter Into Lease) with a Finalist Submitter. The RFP Manager will notify Finalist Submitters of the City's decision.

11. Finalize Lease or Agreement

The City will, by the date provided in the Sequence of Events, finalize a Lease or an (Agreement to Enter Into Lease) with a selected Finalist Submitter after the decree and approval of the City Council.

12. Award of the Contract

The City will take action and award the contract on this date in a formal City Council Meeting to be held in the Council Chambers at City Hall, 100 South Main St., Belen, NM 87002

13. Protest Deadline

Any submitter who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the RFP

Potential Submitters must indicate their acceptance of the Conditions Governing the RFP section in the letter of transmittal. Submission of an RFP Response constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Submitter in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Submitter.

3. Subcontractors

Use of subcontractors to perform the Submitter's obligations under the Lease must be clearly explained in the Submitter's RFP Response, and subcontractors should be identified by name if possible.

4. Amended RFP Responses

A Submitter may submit an amended RFP Response before the deadline for receipt of RFP Responses. Such amended RFP Responses must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

5. Submitter's Rights to Withdraw RFP Response

Submitters will be allowed to withdraw their RFP Responses at any time prior to the deadline for receipt of RFP Responses. The Submitter must submit a written withdrawal request addressed to the RFP Manager and signed by the Submitter's duly authorized representative.

6. Disclosure of RFP Response Contents

The RFP Responses will be kept confidential until evaluations are completed by the Agency. At that time, all RFP Responses and documents pertaining to the RFP Responses will be open to the public, except for material that is clearly marked proprietary or confidential.

The RFP Manager will not disclose or make public any pages of a proposal on which the potential Submitter has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the RFP Response in order to facilitate eventual public inspection of the non-confidential portion of the RFP Response.

Confidential data is normally restricted to confidential financial information concerning the Submitter's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

If a request is received for disclosure of data for which a Submitter has made a written request for confidentiality, the RFP Manager shall examine the Submitter's confidentiality request and make a written determination that specifies which portions of the RFP Response should be disclosed.

Unless the Submitter takes legal action to prevent the disclosure, the RFP Response will be so disclosed. The RFP Response shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. No Obligation

There is no guarantee that the results of this RFP will ultimately effectuate the Lease or the Project.

8. Termination

This RFP may be canceled at any time and any and all RFP Responses may be rejected in whole or in part if the City of Belen determines such action to be in the best interest of the City of Belen.

9. Governing Law

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

10. Basis for RFP Response

Only information supplied in writing by the City through the RFP Manager, or in this RFP, should be used as the basis for the preparation of RFP Responses.

11. Submitter Qualifications

The Evaluation Committee may make such investigations as necessary to determine the veracity and accuracy of Submitter's RFP Response and/or the ability of the Submitter to perform potential obligations under a Lease for the Belen Site.

12. Right to Publish

Throughout the duration of the RFP process, Submitters must secure from the City through the RFP Manager written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or any resulting Lease. Failure to adhere to this requirement may result in disqualification of the Submitter's RFP Response.

13. Ownership of RFP Responses

All documents submitted in response to this RFP shall be available to be picked up by the Submitters after the RFP process is complete as provided by the Sequence of Events with the following exception. Two complete copies of all RFP Responses shall be placed into the City's file pertaining to this RFP. Those documents will become the property of the City.

14. Confidentiality

Any confidential information provided to, or developed by, Submitter in the performance of any Lease resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Submitter without the prior written approval of the City.

The Submitter agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring the City's written permission.

15. Electronic Mail Address Required

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

16. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Submitter's possession and the version maintained by the City, the version maintained by the City shall govern. Please refer to:

<http://www.belen-nm.gov/departments/administration/purchasing.htm>

17. Costs Associated With This RFP are the Responsibility of the Submitter

Submitter agrees to be responsible for costs associated with this RFP.

III. BUSINESS QUALIFICATIONS & SPECIFICATIONS

Submitters should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. GENERAL PLAN

1. **Summary of Work Plan.** A summary of the work plan or approach for accomplishing the Submitter's obligations under a lease/contract resulting from this RFP. Make sure to include the criteria in Section I (D) in your narrative.
2. **Sub Contractors.** To the extent that Submitters intend to effectuate the Project in collaboration with sub-contractors or other entities, Submitters **shall** include in their response to this RFP a detailed description of the nature of the collaborative arrangement, as more specifically called for herein.
3. **Community Education and Involvement.** Submitters **shall** include in their response to this RFP a Community Education and Involvement Plan, as defined herein.
4. **Medical Programs.** With respect to the operation of the hospital resulting from the Project, Submitters **shall** in their response to this RFP address their commitment and obligation to provide health care services to indigents, as required by law, and to participate in Medicare and Medicaid and other facilities of payment for elderly and/or indigent patients.
5. **Staffing.** With respect to the operation of the hospital resulting from the Project, Submitters **shall** in their response to this RFP address issues of medical personnel staffing, including related indicators of commitment from potential staff personnel.
6. **Ancillary Medical Facility.** With respect to ancillary medical care facilities, Submitters **may** in their response to this RFP address plans to build a ancillary medical care facilities on the east side of the Rio Grande in connection with the primary construction of facilities at the Belen Site.
7. **Terms of Lease.** Submitter may include additional terms for the Lease/Contract to be considered. Additional terms may be negotiated.

B. DEVELOPMENT PLAN

1. **Conceptual Design and Phased Construction.** Submitter will provide a conceptual design and phased construction and development plan for the Project.
2. **Additional Land.** This RFP contemplates a lease of the portion of the Belen Site owned by the City of Belen. However, if a Submitter's plans contemplate use of that portion of the Belen Site consisting of 10.35 acres of land presently under separate private ownership, Submitters also **shall** address plans for its acquisition.
3. **Proposed Timeline.** Submitters must include a draft timeline for the Project from the time of execution of a lease/contract to the start of operations "open for business as an operating hospital".

C. FINANCIAL PLAN AND QUALIFICATIONS

1. **Proposed Construction and Equipping Financing Plan.** Submitter shall submit a financing plan for the construction and equipping of the hospital facility, as well as any supporting proof or evidence of Submitter's ability to secure contemplated financing, whether by letter of approval from financing entities or other proof.
2. **Proposed Project Financing Plan.** Submitter shall submit a five year financing plan for the "hospital project" to include the use of the mill levy money, anticipated revenues and anticipated expenditures.
3. **Financial Statements.** Submitters **must** submit copies of the most recent year's independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years (3), if they exist. The submission **must** include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Submitter, the Submitter **must** state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Submitter.
4. **Mill Levy.** Submitters' shall present a plan for the transfer and distribution of the proposed disbursement of approximately \$15 - \$20 million in mill levy proceeds by Valencia County. The plan shall contain a five year schedule of disbursement for *operation and maintenance* of the hospital to be constructed on the Belen Site upon the substantial completion of the construction of the hospital. (see Exhibit B for the distribution schedule of the mill levy)

D. GENERAL ORGANIZATIONAL EXPERIENCE

1. **General Experience.** Provide a description of relevant corporate experience in reference to this project with state or local government entities, as well as private sector entities.
2. **Subcontractor's Experience.** The experience of all proposed subcontractors or affiliate entities who may be used or affiliated with Submitter to perform Submitter's obligations under a Lease must be described.
 - a. The narrative **must** thoroughly describe how the Submitter has supplied expertise for similar **public sector** projects and **must** include the extent of the Submitter's experience, expertise and knowledge as a provider of some or all of the Specifications described in this Section IV, including management of the Submitter's team of subcontractors or affiliated entities.
 - b. All instances as a provider to **private sector** clients of some or all of the Specifications described in this Section IV, including management of the Submitter's team of subcontractors or affiliated entities, also will be considered.
3. **Project Failures, and Lessons Learned.** Describe at least two (2) project failures as a provider. These examples should address Submitter's problem-solving ability, including resolution of

problems that occurred, means for keeping the project on schedule, or within budget. Example descriptions should also explain how each experience improved the Submitter's services.

E. MANAGEMENT PLAN

1. **Management Plan.** Discuss contemplated management of this project to the extent not already addressed by other components of this Specification. This component should include detail as to how the Submitter has worked with its identified affiliate entities, and primary manager identification and responsibility for performance of Submitter's overall obligations under a Lease resulting from this RFP.
2. **Overview of Team and Key Personnel to Be Used to Perform Submitter's Obligations Under The Lease.** *The Submitter should provide the following:*
 - a. Overview of entity or entities to be utilized for financing of the Project.
 - b. Overview of subcontractors, architects, engineers, contractors, managers to be utilized for design and construction of a hospital.
 - c. Overview of entity or entities to be utilized for operation of a hospital.
 - d. Relationship between the entity or entities described above.

F. ORGANIZATIONAL REFERENCES

Submitters should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. The [Evaluation Committee](#) may contact any or all business references for validation of information submitted. For each reference, Submitters should provide the following information:

- a. Client name.
- b. Project description..
- c. Project dates (starting and ending).
- d. Key Personnel of Submitter or Submitter's team who worked for client, who also will be designated for work in connection with performance of Submitter's obligations under a Lease resulting from this RFP.
- e. Client project manager name, telephone number, fax number and e-mail address.

G. PERFORMANCE BOND

Submitter(s) must have the ability secure a Performance Bond in favor of the City to insure the Submitter's performance under a Lease. Submitters should describe their capacity to obtain a bond in connection with performance of obligations under a Lease.

H. ORAL PRESENTATION

If selected as a Finalist, a Submitter **must** agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the City. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

I. CAMPAIGN DISTRIBUTION FORM

All submitters are required to submit a Campaign Contribution Form for any contributions that were given to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Submitters may submit only one proposal for this RFP.

B. NUMBER OF COPIES

Submitters shall deliver one (1) original and three (3) identical copies (four (4) total) of their RFP Response, and one (1) electronic version of the RFP Response, to the location specified in Section I.D.2, on or before the closing date and time for receipt of RFP Response.

Confidential Information should be separated as described by Section II.C.6.

C. RFP RESPONSE FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

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

1. Signed Letter of Transmittal
2. Table of Contents
3. RFP Response Summary (Optional)
4. Business Qualifications & Specifications as listed in Section III.
 - a. General Plan
 - b. Development Plan
 - c. Financial Plan
 - d. Experience
 - e. Management Plan
 - f. References
 - g. Performance Bond Statement
5. Campaign Contribution Form
6. Proof of all required licenses and certificates
7. Additional Information (Optional)

Within each section of the RFP Response, Submitters should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the RFP Response.

Any RFP Response that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

Submitters may attach other material they believe may improve the quality of their RFP Responses.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Submitter RFP Responses by sub-category.

Table 1: Evaluation Point Summary

Section III	Factor: Section III	Points Available
A.	GENERAL	
1.	Summary of Work Plan	100
2.	Sub Contractors	50
3.	Community Education & Involvement	25
4.	Medical Programs	No pts.
5.	Staffing	75
6.	Ancillary Medical facility	No Pts.
7.	Terms of Lease	No Pts.
B.	DEVELOPMENT	
1.	Conceptual Design & Phased Construction	100
2.	Additional Land	No Pts
3.	Proposed Timeline	50
C.	FINANCIAL	
1.	Proposed Construction & Equipping Finance Plan	75
2.	Proposed Financing Project Plan	100
3.	Financial Statements	50
4.	Mill Levy Plan	50
D.	ORGANIZATIONAL EXPERIENCE	
1.	General Experience	100
2.	Subcontractors Experience	50
3.	Failures, and Lessons Learned	25
E.	MANAGEMENT	
1.	Management Plan	100
2.	Team Overview	25
F.	ORGANIZATIONAL REFERENCES	25
G.	PERFORMANCE BOND	No pts
H.	ORAL PRESENTATION	Pass/Fail
I.	CAMPAIGN DISTRIBUTION FORM	Pass/Fail
	TOTAL	1000 pts

B. EVALUATION FACTORS (See Table 1)

A1. Summary of Work Plan (100)

Points will be award based on the summary of the work plan and how realistic it is perceived to be, and how it will effectuate the intent of the City of Belen in issuing this RFP.

A2. Sub Contractors (50)

Points will be awarded based on the standing of the each sub contractor.

A3. Community Education & Involvement (25)

Points will be awarded based on the thoroughness and clarity of the proposed Community Education and Involvement Plan, and on how it will effectuate the intent of the City of Belen in issuing this RFP.

A4. Medical Programs (no points)

Submitters shall address their commitment and obligation to provide health care service to Indigent Medical Programs.

A5. Staffing (75)

Points will be awarded based on any and all potential commitment from medical staff.

A6. Ancillary Medical Facility (no points)

Sumbitters may address plans to build an ancillary medical care facility on the east side of the Rio Grande.

A7. Terms of lease/contract (no points)

Submitters may enumerate proposed terms for the lease/contract that will help effectuate the project. The proposed terms will be considered with the possibility of negotiations.

B1. Conceptual Design & Phase Construction (100)

Points will be awarded based on the thoroughness and clarity of the proposed conceptual design and phased construction and development plan for the Project, and on how it will effectuate the intent of the City of Belen in issuing this RFP.

B2. Additional Land (no points)

Submitters plans may contain plans for lease of additional land under separate private ownership.

B3. Proposed Timeline((50)

The proposed timeline will be evaluated based on how realistic it is perceived to be, and how it will effectuate the intent of the City of Belen in issuing this RFP.

C1. Construction and Equipping Finance Plan (75)

The proposed Financial Plan will be evaluated based on how realistic it is perceived to be, and through proof of financial commitments.

C2. Project Financing Project Plan (100)

Points will be awarded based on the thoroughness, clarity and credibility of the proposed financing plan provided by Submitter, and how it will effectuate the intent of the City of Belen in issuing this RFP.

Evaluation of each Submitter's proposed financing plan will be made with reference to the following factors:

- a. Overall projected cost of the Project;
- b. Deliverables resulting from overall projected cost of the Project;
- c. Viability of plan for financing overall projected cost of Project; and
- d. Burden on public of plan for financing overall projected cost of Project.

C3. Financial Statements (50)

Points will be given upon evaluation of the submitter's financial stability using the submitters most recent year's independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years (3), if they exist.

C4. Mill Levy Plan (50)

Points will be awarded based on the thoroughness and clarity of the proposed plan for the distribution of available Mill Levy proceeds by Valencia County to Submitter, and on how it will effectuate the intent of the City of Belen in issuing this RFP.

D1. General Experience (100)

Points will be awarded based on the thoroughness and clarity of the relevant corporate experience with state or local government as well as private sector.

D2. Subcontractors Experience (50)

Points will be awarded based on the thoroughness and clarity of the relevant corporate experience with state or local government as well as private sector.

D3. Failures, and lessons learned (25)

Submitters will be evaluated by their use of problem solving techniques in handling their lessons learned.

E1. Management Plan (100)

Submitter will be evaluated on their proposed management process and procedures for this project.

E2. Team Overview (25)

Points will be awarded based on the commitment and standing of each team and key personnel.

F. Organizational Reference (25)

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Submitter's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Submitter's overall performance.

G. Performance Bond (no points)

Submitters will receive a pass/fail based on the Submitter's demonstrated ability to obtain a Performance Bond, as evaluated based on requested information.

H. Oral Presentation (no points)

There will be no points awarded for any required Oral Presentations. A Submitter **must** agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the City. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

I. Campaign Contribution Form (no points)

All submitters are required to submit a Campaign Contribution Form for any contributions that were given to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted.

C. EVALUATION PROCESS

1. All RFP Responses will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The RFP Manager may contact the Submitter for clarification of the RFP Response as specified in Section II.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified.
4. RFP Responses will be evaluated based on factors identified in Section IV of this RFP, based on assigned point values. Up to three Submitters having the highest total scores will be selected as finalist Submitters, based upon evaluation of RFP Responses.
5. Thereafter, final selection will be made based on evaluation of RFP Responses submitted, and oral presentations if required.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
REQUEST FOR INFORMATION AND QUALIFICATIONS

Lease of Land Parcel for Hospital
RFP # 2013-05

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Information and Qualifications the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B.

The acknowledgement of receipt should be signed and returned to the RFP Manager no later than December 12, 2012 at 3:00 PM. Only potential Submitters who elect to return this form completed with the indicated intention of submitting an RFP Response will receive copies of all Submitter written questions, the written responses to those questions, and RFP amendments, if any.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the RFP.

Firm does/does not (circle one) intend to respond to the RFP.

RFP Manager

Leona Vigil, Deputy Clerk
City of Belen
100 South Main Street
Belen, NM 87002
(T) (505) 966-2740
(F) (505) 966-2740
Email: leona.vigil@belen-nm.gov

APPENDIX B

LETTER OF TRANSMITTAL FORM

APPENDIX B
Letter of Transmittal Form

RFP#: _____

Submitter Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN NON-CONSIDERATION OF THE RFP RESPONSE.

1. **Identity (Name) and Mailing Address** of the submitting organization:

2: For the person authorized by the organization to contractually obligate the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized to negotiate any Lease on behalf of the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of Submitter's duties under a Lease OR

____ The following sub-contractors will be used in the performance of Submitter's duties under a Lease:

(Attach extra sheets, as needed)

6. Please describe Submitter's relationship with any entity with which will be used in the performance of Submitter's duties under a Lease.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the RFP as required in Section II, Paragraph C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2013
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX C
CAMPAIGN CONTRIBUTION FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a Contract with any City 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 City 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 City 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 City agency or local public body shall void an executed Contract or cancel a solicitation or proposed award for a proposed Contract 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.

THIS FORM 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, which 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 either Citywide 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.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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

APPENDIX D

Resident Veterans Preference Certification

Resident Veterans Preference Certification

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

Please check one box only

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

“I agree to submit a report, or reports, to the City of Belen 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 City of Belen of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

(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 protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

EXHIBIT B
HEALTH CARE FACILITIES CONTRACT



HEALTH CARE FACILITIES CONTRACT

This **HEALTH CARE FACILITIES CONTRACT** (the "Contract"), is entered into this ___ day _____ of 20___, by and between the BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico ("County") and _____; a _____ corporation located in _____, New Mexico ("PROVIDER").

WHEREAS, PROVIDER determined that the creation of a hospital/24 hour emergency healthcare facility in Valencia County (the "Hospital Project") is needed and economically feasible; and,

WHEREAS, PROVIDER has developed an operational plan, construction schedule and financing mechanism for the Hospital Project; and,

WHEREAS, the County determined upon its own initiative to submit the question of the imposition of a mill levy of 2.75 mills (the "Mill Levy") to finance the cost of operating, maintaining and/or providing for a hospital/24 hour emergency healthcare facility to the registered qualified electors of Valencia County; and,

WHEREAS, the County submitted such question to the registered qualified electors of Valencia County at the November 7, 2006 General Election, as authorized by Section 4-48B-1 *et seq.*, NMSA 1978 (the "Hospital Funding Act");

WHEREAS, in said election, the voters approved the imposition of the Mill Levy by a vote of 14,245 in favor to 4,438 opposed; and,

WHEREAS, the State Department of Finance & Administration imposed the Mill Levy (defined herein) for the operation and maintenance of the Hospital Project pursuant to, and in accordance with, Section 4-48B-15 of the Hospital Funding Act for property tax year 2007; and

WHEREAS, the County and PROVIDER wish to execute and deliver this Contract to transfer the Mill Levy funds from the County to PROVIDER for operation and maintenance expenses of the Hospital Project.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the Parties agree as follows. Section 1: The Hospital Project.

EXHIBIT B
Page 1 of 8

SECTION 1. THE HOSPITAL PROJECT

1.1 Control of the Hospital Project: PROVIDER shall have exclusive jurisdiction and control of the Hospital Project and shall comply with the laws, rules and regulations of the United States and the State of New Mexico in taking any and all additional action to acquire, construct and operate the Hospital Project.

1.2 Discrimination: PROVIDER shall not discriminate in employment, granting of medical staff privileges, or availability of hospital facilities on account of race, sex, religion or national origin.

1.3 Availability of Services; Description of Facilities: PROVIDER undertakes to provide nonsectarian hospital services to the sick of Valencia County and such other persons as may legitimately require services. PROVIDER agrees to make available to the sick of Valencia County:

- A. hospital facilities that admit and treat patients without regard to race, sex, religion or national origin;
- B. hospital facilities that include x-ray, laboratory services and a pharmacy or drug room;
- C. adequate emergency equipment, personnel and procedures, including:
 - i. a standby emergency power system;
 - ii. at least one person capable and authorized to initiate immediate lifesaving measures;
 - iii. facilities for emergency laboratory work, including, as a minimum, urinalysis, complete blood count, blood type and cross match; and
 - iv. diagnostic radiographic facilities;
- D. facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases;
- E. adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics; and
- F. physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health;
- G. diagnostic radiographic facilities;
- H. facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases;

EXHIBIT B

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- I. adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics; and
- J. physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health;
- K. Hospital facilities on a 24 hours emergency basis for both sick and injured .

1.4 Financial Operation: PROVIDER takes and assumes all financial responsibility for the operating costs of the Hospital Project, and may utilize any additional public funds as provided under New Mexico law. PROVIDER may use any Mill Levy Funds transferred by the County for the purposes described in Section 2.3 of this Contract. PROVIDER shall be responsible for all losses arising out of the operation of the Hospital Project and shall receive the benefit of all profits arising out of the operation of the Hospital Project.

1.5 Financing Capital Improvements: PROVIDER shall be responsible for proposed capital improvements to the Hospital Project and to select methods of financing such capital improvements.

1.6 Deadlines for Substantial Completion and Providing Services:

- A. PROVIDER shall receive a Certificate of Substantial Completion of the Hospital Project within thirty-six (36) months of the effective date of this Contract. Failure to receive a Certificate of Substantial Completion of the Hospital Project within thirty-six (36) months of the effective date of this Contract shall be grounds for automatic termination of this Contract pursuant to Section 4.4(C) of this Contract.

SECTION 2: THE MILL LEVY FUNDS

2.1. Transfer: Following PROVIDER's receipt of a Licensure from the New Mexico Department of Health and upon the acceptance of patients for care, the County hereby agrees to transfer funds received from the imposition and collection of the Mill Levy (the "Mill Levy Funds") to PROVIDER for the purposes and uses more fully described in this Contract pursuant to the following schedule:

10 days from the commencement of services as described in Section 2.1	3 Million
1 Year Anniversary of commencement of services	2.5 Million
2 Year Anniversary of commencement of services	2.5 Million
3 Year Anniversary of commencement of services	2.5 Million

4 Year Anniversary of commencement of services	2.5 Million
5 Year Anniversary of commencement of services	2.5 Million

The Mill Levy Funds shall be held in a restricted account by the County until transferred to PROVIDER.

2.2 Use of Mill Levy Funds: Upon the transfer of the Mill Levy Funds to PROVIDER, PROVIDER shall use the Mill Levy Funds for the purpose of operation and maintenance the Hospital Project.

2.3 Extensions of Mill Levy: Further mill levy funding requests must be submitted to the County for approval pursuant to Section 4-48B-15, NMSA 1978.

2.4 Impermissible Uses: PROVIDER may not, under any circumstances, use Mill Levy Funds for any purposes other than the operation and maintenance of the Hospital Project. Use of Mill Levy Funds for capital expenditures, construction costs or any other expenditure not authorized by Section 2.3 of this Contract shall be deemed an impermissible use of Mill Levy Funds and shall be grounds for termination of this Contract pursuant to Section 4.4(B) of this Contract.

SECTION 3: REPORTING REQUIREMENTS:

3.1 Reporting: Any reporting required or permitted under this Contract shall be in writing and shall be hand delivered or mailed to the County or PROVIDER, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses shown below (or at such other address as either party may specify to the other party in writing from time to time). Such reporting shall be deemed effective as of the date of mailing.

PROVIDER: [REDACTED]
P.O. Box [REDACTED]
City, State Zip

COUNTY: County of Valencia
Attn: County Manager
444 Luna Avenue
P.O. Box 1119
Los Lunas, New Mexico 87031

3.2 Annual Reporting: Pursuant to Section 4-48B-4, NMSA 1978, PROVIDER hereby agrees to prepare an annual accounting and report to the County, accounting for the expenditure

of Mill Levy Funds for the past year, an annual plan explaining the planned use of such funds for the succeeding year and other reports reasonably required from time to time by the County. The PROVIDER shall also prepare a summary of patients served and services offered as well as a summary of services anticipated to be provided in the succeeding year.

3.3 Annual Audit: PROVIDER hereby agrees to provide the County on an annual basis, within thirty (30) days of receipt, complete copies of its audited financial statements, detailing the financial condition of PROVIDER. PROVIDER shall provide the County with an annual balance sheet, personal and real property inventories, profit and loss statements, accounts receivable, accounts payable records, and other financial records bearing on the operation of the Hospital Project. The financial information shall be in sufficient detail to allow the County to appropriately analyze the fiscal status and management practices of the Hospital Project. The financial information shall be deemed a "public record" under the New Mexico Public Records Act (Section 14-3-1 *et seq.*, NMSA 1978) and the Inspection of Public Records Act (Section 14-2-1 *et seq.*, NMSA 1978).

3.4 Termination Event: The Parties hereby agree to report, in writing, the occurrence of any termination event noted in Section 4.4 of this Contract to the other party within (30) days of a party's knowledge of its occurrence.

SECTION 4: THE CONTRACT

4.1 Term: The term of this Contract shall commence on the date of approval by both parties and shall remain effective, unless otherwise terminated pursuant to the terms of this Contract or applicable law, until the final scheduled distribution of the mill levy funds as described in Section 2.1 *infra*. The term of this Contract shall also remain effective in accordance with any Automatic Renewals discussed in Section 4.2 of this Contract.

4.2 Termination: This Contract may be terminated for the following reasons so long as the party seeking termination follows the reporting requirements contained in Section 3.2 of this Contract.

- A. **Termination Without Cause:** Pursuant to Section 4-48B-5(J)(1), NMSA 1978, this Contract may be terminated by the County without cause upon one hundred eighty days' (180) notice after the first three (3) years of the contract. However, pursuant to Section 4-48B-5(J)(2), NMSA 1978, this provision shall not apply during the portion of a lease term in which PROVIDER is obligated under the lease to make debt service payments on revenue bonds that finance all or part of the hospital or equipment for the hospital.
- B. **Failure to Appropriately Use Mill Levy Funds:** Pursuant to Section 2.5 of this Contract, the use of Mill Levy Funds for any purpose other than the operation and maintenance of the Hospital Project shall be deemed an impermissible use of Mill Levy Funds and shall constitute grounds for termination of this Contract.

EXHIBIT B

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- C. Failure to Receive Certificate of Operation from the New Mexico Department of Health: , Failure to receive Certificate of Operation from the New Mexico Department of Health within thirty-six (36) months of the effective date of this Contract shall constitute grounds for automatic termination of this Contract.
- D. Failure to provide services to patients: Failure to provide services to patients within _____ months of receiving the Certificate of Operation from the New Mexico Department of Health shall constitute grounds for automatic termination of this Contract.
- E. Failure to Follow Reporting Requirements: Failure to report any of the information required under Section 3 of this Contract shall constitute grounds for termination of this Contract.
- F. Changes in Federal or State Law: Any change in Federal or State law which materially impairs the ability of PROVIDER or the County to perform the duties and obligations of this Contract shall constitute grounds for termination of this Contract.

4.5 Cure: PROVIDER and the County shall have thirty (30) days from the effective date of a party's reporting a Section 4.4(B) or Section 4.4(E) termination event to cure such termination event. In the event that such event cannot be cured within thirty (30) days, but may be cured within a reasonable time after the thirty (30) day cure period, the parties hereby agree that they will negotiate in good faith to extend the appropriate cure period so that the matter may be timely done or completed. This Section shall not apply to termination events discussed in Sections 4.4(A), 4.4(C), 4.4(D) and 4.4(F) of this Contract.

SECTION 5: MISCELLANEOUS

5.1 Binding Effect: Upon the execution of this Contract, the Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

5.2 Assignability: This Contract shall not be assigned by PROVIDER or the County to any other party.

5.3 Severability: In case any one or more of the provisions of this Contract is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision.

5.4 Applicable Law: The validity, construction and effect of this Contract will be governed by the law of the State of New Mexico applicable to Contracts made and to be performed in the State of New Mexico.

EXHIBIT B

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5.5 Amendment: This Contract may be amended only by a written instrument executed by the County and PROVIDER.

5.6 Further Assurances: PROVIDER and the County hereby agree to execute, acknowledge and deliver any documents and instruments and perform any additional acts that may be necessary, appropriate or advisable to carry out their respective obligations under this Contract.

5.6 Attorney's Fees: In the event this Agreement results in dispute, mediation, litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

5.7 Cost of Implementation: In the event this Contract is determined to be invalid or otherwise unenforceable, for any reason whatsoever, PROVIDER will make no claim against the County or any of its officers, agents, contractors or employees for any compensation for lost profits, costs or expenses incurred in proceeding with the implementation o the terms of the Contract.

VALENCIA COUNTY

APPROVED, ADOPTED, AND PROCLAIMED on this 17th day of July, 2013.

BOARD OF COUNTY COMMISSIONERS



District I

District II



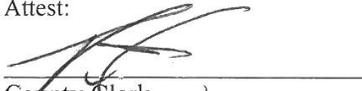
Commissioner, District IV

District III



District V

Attest:



County Clerk

PROVIDER

Name:

Title:

WITNESS my hand and seal this ____ day of _____, 20__.

STATE OF NEW MEXICO)
)ss.
COUNTY OF VALENCIA)

The foregoing instrument was acknowledged before me on _____, 20__, by
_____.

Notary Public

My Commission Expires:
