TORRANCE COUNTY

REQUEST FOR PROPOSALS (RFP)

ECONOMIC DEVELOPMENT SPECIALIST

RFP# TC FY26-27-009

RFP Release Date: October 7, 2026

Proposal Due Date: November 5, 2026

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1. GENERAL PURPOSE: Under the general direction of the County Manager assists with a variety of economic development initiatives, including business recruitment, retention/expansion, programs and job training that promote economic development and improve the quality of life for Torrance County residents, and the creation and implementation of Economic Development and capital planning for the County. 22
ESSENTIAL FUNCTIONS: 22
• Researches, develops, implements, manages, and administers programs and plans for economic development and capital planning. 22
• Leads projects as assigned by the County Manager or the Deputy County Manager, which includes: publishing monthly newsletters; responding to business and development inquiries, providing resource webpages, coordinating business educational services and trainings, and identifying and addressing needs in the business community. 22
• Identifies, researches, prepares, submits, and administers grant funding for existing and new programs/projects and opportunities related to economic development and capital planning. 22
• Provides information and analysis to the County Commission, County Manager, and other County departments regarding economic issues. 22
• Performs economic development and industry research relating to the County's target industries and to the regional economy. 22
• Collaborates with other government entities, non-profit organizations, educational institutions, and regional entities on behalf of the County for economic development projects; supports local communities in identifying community issues and developing improvement plans. 22
• Assists in the creation of recruitment and retention strategies for businesses in Torrance County in coordination with the County Manager's Office. 23
• Supervises volunteer or temporary staff in developing projects and finalizing deliverables. 23
• Develops and implements Economic Development Plans for the County, as well as objectives for specific identified target industries. 23
• Plans, monitors, and promotes businesses to the region, further enhancing the economic development of that region; supports agriculture, agritourism, tourism, and other outreach initiatives. 23
• Identifies appropriate economic development projects, activities, and opportunities for Torrance County and administers contracts. 23
• Creates and implements entrepreneurial and business development strategies and projects. 23

• Researches, develops, or revises ordinances and resolutions impacting economic development; produces maps to inform project teams regarding infrastructure, grants, or other economic development projects. 23
• Serves as a primary point of contact for the business and development community to assist in maneuvering county processes and procedures and to connect them with resources and services. 23
• Represents Torrance County in meetings with government agencies, members of the public, and the private sector....23
• Revises Economic Development website and produces public materials and reports; researches software options to improve efficiency of economic development programming; and reviews and edits economic development plans and documents. 23
• Oversees and administers the County's Infrastructure Capital Improvements Plan and other capital planning processes. 23
• In conjunction with the County Manager's Office, evaluates the County's short- and long-term capital needs and aids in the management and execution of capital projects. 23
• Evaluates and makes recommendations on the County's capital infrastructure needs as they related to business growth and economic development in the region. 24
• Other duties as assigned as by the County Manager. 24
KNOWLEDGE, SKILLS, AND ABILITIES: 24
• Knowledge of principles, practices, scope, and techniques of economic development; statistical and research methods and sources of data relating to economic development. 24
• Knowledge of comprehensive planning and land development regulations, policies, rules, and statutes. 24
• Ability to read site plans and legal descriptions, to use a variety of maps and map scales, to interpret map data, and convey that information to the public. 24
• Understanding of capital project planning and execution. 24
• Ability to work independently and as a member of multi-disciplinary teams, exercise sound judgment, and handle sensitive public relations issues and information with tact and diplomacy. 24
• Ability to lead complex projects effectively and through completion. 24
• Ability to establish and maintain effective working relationships with other County officials and departments, consultants, vendors, contractors, other governmental agencies, and the public. 24
• Ability to respond courteously, tactfully, and effectively to public concerns and complaints. 24
• Ability to lead the work of others. 24
• Skilled in planning, organizing, and reviewing work of consultants and steering committees; in designing, analyzing, writing, and editing research studies, final reports and plans; and in preparing complex forms and documents. 24
• Skilled in interacting diplomatically with individuals and groups, including government officials and the media. 24
• Skilled in using GIS mapping and planning software. 24
• Skilled in operating various word-processing, spreadsheet, database, and other software programs in a Windows environment. 25
MINIMUM QUALIFICATIONS 25
• Must have a valid New Mexico driver's license. 25
• Must have High School Diploma or GED. 25
• A bachelor's degree in Economic Development, Public or Business Administration, Economics or a related field, or 4 years' experience in economic development, economic research, public or business administration, or a closely related field. 25
PREFERRED QUALIFICATIONS 25
• Two (2) years of experience in economic development, economic research, or business administration. 25
• Two (2) years of experience related to capital planning or capital project management. 25
The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. 25
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services to provide services as the Economic Development Specialist for Torrance County.

B. SCOPE OF PROCUREMENT

The Economic Development Specialist provides strategic leadership, management, organization, direction, and supervision of all operations and activities of the County's Economic Development Program. This individual is responsible for developing, implementing, and managing programs within Torrance. This position requires attention to details, ability to work independently and as a team, strong organizational skills, and the ability to multi-task and prioritize in a fast-paced setting. The Economic Development Specialist will work closely with other components of the Economic Development, Grant Program, and other departments.

This RFP will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

C. PROCUREMENT MANAGER

Torrance County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kathryn Dillon, Chief Procurement Officer
Telephone: (505) 464-1116
Email: kdillon@tcnm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

D. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name:	***Kathryn Dillon***
Reference RFP Name:	***RFP # TC FY26-27-009, Economic Development Specialist***
Address:	***205 S. Ninth Street, Estancia NM 87016***

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means weekdays (Monday – Thursday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Thursday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

6. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

7. "**Contractor**" means any business having a contract with a state agency or local public body.

8. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

9. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

10. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system, in such cases where eProNM submissions are accepted.

11. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

12. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

13. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

14. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

15. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

16. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

17. "**IT**" means Information Technology.

18. "**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 may result in the rejection of the Offeror's proposal.

19. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

20. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

21. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

22. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

23. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

24. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

29. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

30. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

31. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

32. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

33. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

34. "**State (the State)**" means the State of New Mexico.

35. "**State Agency**" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

36. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

37. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

38. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

39. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.
https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

Other relevant links:

- **Torrance County Procurement Policy:**
https://www.torrancecountynm.org/departments/finance-department

- **New Mexico Procurement Code:**
https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojlzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AlAKIAZIwDUAggDlRR2qTAAjaKWxxq1IA

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates**
1. Issue RFP	Chief Procurement Officer	October 7, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	October 19, 2026
3. Deadline to submit Written Questions	Potential Offerors	October 21, 2026
4. Response to Written Questions	Chief Procurement Officer/County	October 26, 2026
5. Submission of Proposal	***Potential Offerors***	***November 5, 2026 2:00 pm***
6.*Proposal Evaluation	Evaluation Committee	November 10, 2026
7.*Selection of Finalists	Evaluation Committee	November 12 2026
9.*Finalize Contractual Agreements – Commission Packet/Agenda	County	November 16, 2026
10.**Contract Approval/Awards	County/ Finalist Offerors	December 2, 2026
11.*Protest Deadline	County	+ 15 day

*Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

**Contract Awards are subject to approval of the Torrance County BCC or Designee.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. EXPLANATION OF EVENTS

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

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1. **Issue RFP**

   This RFP is being issued on behalf of the County of Torrance and the Torrance County Board of Commissioners on the date indicated in Section II.A, Sequence of Events.

2. **Acknowledgement of Receipt Form**

   Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the County buyer, Kathryn Dillon at kdillon@tcnm.us to have their organization placed on the procurement Distribution List. The form must be returned to the County Buyer by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

   The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. **Deadline to Submit Written Questions**

   Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Response to Written Questions**

   Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

   The Questions and Answers will be posted to: https://www.torrancecountynm.org/rfb-rfp

5. **Submission of Proposal**

   ALL PROPOSALS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 2:00 PM** MST/MDT ON DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN OR WILL BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the

"Economic Development Specialist" should reference "RFP #TC FY26-27-009" and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required County signatures on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report, oral presentation, and the tentative contract, the Chief Procurement Officer anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Chief Procurement Officer and/or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Manager: Kathryn Dillon
Address: 205 S. Ninth St./PO Box 48, Estancia, NM 87016
E-mail address: kdillon@tcnm.us

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

B. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

Offeror. Any cost incurred by the Offeror for setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and

2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the

Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: https://www.torrancecountynm.org/rfb-rfp

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month

after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payments. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

The New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder**.

Offerors **must** deliver:

a) **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB/CD and **CANNOT** be emailed**. The Technical Proposals SHALL NOT contain any cost information.**

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
      - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
      - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as

"REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

b) **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted CD/USB**, one (1) **redacted CD/USB**). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:
Hard copies must be 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.

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

1. Proposal Content and Organization

Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates, or expenses must occur ONLY in the Cost Proposal.**

a) Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)

7. Response to Specifications **(except Cost information which shall be included**
ONLY in Cost Proposal)

i. Organizational Experience
ii. Organizational References
iii. Oral Presentation (if applicable)
iv. Mandatory Specification
v. Desirable Specification
vi. Financial Stability – (Financial information considered confidential, as defined in Section I.F.5 and detailed in Section II.C.8, should be placed in the
Confidential Information file, per Section III.B.1.a.i, as applicable)
vii. Performance Surety Bond (if applicable)
viii. New Mexico/Native American Resident Preferences (if applicable) **8.** Other Supporting Material (if applicable)

b) Cost Proposal: – **Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE**

1. Offeror must complete and submit the Cost Response Form, at Appendix D, providing proposed contract cost for accomplishing the statement of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County. A schedule of fees can also be submitted as a supplement to the Cost Response Form; however, it does not replace or fulfill the Cost Response Form requirement.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. GENERAL PURPOSE: Under the general direction of the County Manager assists with a variety of economic development initiatives, including business recruitment, retention/expansion, programs and job training that promote economic development and improve the quality of life for Torrance County residents, and the creation and implementation of Economic Development and capital planning for the County.

   ESSENTIAL FUNCTIONS:

   • Researches, develops, implements, manages, and administers programs and plans for economic development and capital planning.

   • Leads projects as assigned by the County Manager or the Deputy County Manager, which includes: publishing monthly newsletters; responding to business and development inquiries, providing resource webpages, coordinating business educational services and trainings, and identifying and addressing needs in the business community.

   • Identifies, researches, prepares, submits, and administers grant funding for existing and new programs/projects and opportunities related to economic development and capital planning.

   • Provides information and analysis to the County Commission, County Manager, and other County departments regarding economic issues.

   • Performs economic development and industry research relating to the County's target industries and to the regional economy.

   • Collaborates with other government entities, non-profit organizations, educational institutions, and regional entities on behalf of the County for economic development

projects; supports local communities in identifying community issues and developing improvement plans.

• Assists in the creation of recruitment and retention strategies for businesses in Torrance County in coordination with the County Manager's Office.

• Supervises volunteer or temporary staff in developing projects and finalizing deliverables.

• Develops and implements Economic Development Plans for the County, as well as objectives for specific identified target industries.

• Plans, monitors, and promotes businesses to the region, further enhancing the economic development of that region; supports agriculture, agritourism, tourism, and other outreach initiatives.

• Identifies appropriate economic development projects, activities, and opportunities for Torrance County and administers contracts.

• Creates and implements entrepreneurial and business development strategies and projects.

• Researches, develops, or revises ordinances and resolutions impacting economic development; produces maps to inform project teams regarding infrastructure, grants, or other economic development projects.

• Serves as a primary point of contact for the business and development community to assist in maneuvering county processes and procedures and to connect them with resources and services.

• Represents Torrance County in meetings with government agencies, members of the public, and the private sector.

• Revises Economic Development website and produces public materials and reports; researches software options to improve efficiency of economic development programming; and reviews and edits economic development plans and documents.

• Oversees and administers the County's Infrastructure Capital Improvements Plan and other capital planning processes.

• In conjunction with the County Manager's Office, evaluates the County's short- and long-term capital needs and aids in the management and execution of capital projects.

• Evaluates and makes recommendations on the County's capital infrastructure needs as they related to business growth and economic development in the region.

• Other duties as assigned as by the County Manager.

KNOWLEDGE, SKILLS, AND ABILITIES:

• Knowledge of principles, practices, scope, and techniques of economic development; statistical and research methods and sources of data relating to economic development.

• Knowledge of comprehensive planning and land development regulations, policies, rules, and statutes.

• Ability to read site plans and legal descriptions, to use a variety of maps and map scales, to interpret map data, and convey that information to the public.

• Understanding of capital project planning and execution.

• Ability to work independently and as a member of multi-disciplinary teams, exercise sound judgment, and handle sensitive public relations issues and information with tact and diplomacy.

• Ability to lead complex projects effectively and through completion.

• Ability to establish and maintain effective working relationships with other County officials and departments, consultants, vendors, contractors, other governmental agencies, and the public.

• Ability to respond courteously, tactfully, and effectively to public concerns and complaints.

• Ability to lead the work of others.

• Skilled in planning, organizing, and reviewing work of consultants and steering committees; in designing, analyzing, writing, and editing research studies, final reports and plans; and in preparing complex forms and documents.

• Skilled in interacting diplomatically with individuals and groups, including government officials and the media.

• Skilled in using GIS mapping and planning software.

• Skilled in operating various word-processing, spreadsheet, database, and other software programs in a Windows environment.

MINIMUM QUALIFICATIONS

• Must have a valid New Mexico driver's license.

• Must have High School Diploma or GED.

• A bachelor's degree in Economic Development, Public or Business Administration, Economics or a related field, or 4 years' experience in economic development, economic research, public or business administration, or a closely related field.

PREFERRED QUALIFICATIONS

• Two (2) years of experience in economic development, economic research, or business administration.

• Two (2) years of experience related to capital planning or capital project management.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

ORGANIZATIONAL REFERENCES

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX G, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX G. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Mandatory Specification

Mental Functional Requirements

- Ethical Conduct
- Stress Management/Composure
- Problem Solving/Analysis
- Communication Proficiency
- Strategic Thinking
- Teamwork Orientation
- Diversity and Inclusion
- Technical Capacity

Physical Functional Requirements and Working Conditions

- Ability to operate in a professional office environment.
- Ability to use standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.
- Ability to travel regularly within and without the community.
- Ability to work flexible hours, as needed
- Ability to work occasionally in outside weather conditions.
- Ability to stand and remain in a prone position during an emergency.
- Ability to sit up to ten hours per day with intermittent sitting, standing, and walking.
- Ability to work under time pressure.

Knowledge, Skills, and Abilities

- Ability to meet deadlines and work under pressure.
- Knowledge of the workings of the court system.

- Experienced and proficient in the use of data base establishments and maintenance, grant writing, and grant maintenance, specifically in Microsoft Word, Microsoft Excel, the Internet and email.
- Ability to maintain confidentiality and follow ethical practices.

Desirable Specification

It is desirable that the offer have a working knowledge of economic development within the State of New Mexico and have worked within economic development, or similar program, for a period of two years or more.

B. BUSINESS SPECIFICATIONS

1. Financial Stability

If requested, Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and instead submit sufficient information to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

6. Cost

All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.

7. B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task within each task. The Offeror shall quote hourly rates for additional consulting beyond the scope of the tasks described.

8. Resident Business or Resident Veterans Preference

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

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 Offeror proposals by sub-category.

Factors	**Points Available**
1. Organizational Experience	40 Points
2. Organizational References	15 Points
3. Mandatory Specifications	25 Points
C. **POSSIBLE TOTAL COST POINTS**	**20 Points**
Lowest Responsive offer Cost ---------- X Available Award Points This Offeror's Cost	
GRAND TOTAL POSSIBLE POINTS	**100 Points**
D. Letter of Transmittal	**Pass/Fail**
E. Signed Campaign Contribution Disclosure Form	**Pass/Fail**
F. Conflict of Interest Affidavit	**Pass/Fail**
G. Financial Stability	**Pass/Fail**
H. Oral Presentations	**Pass/Fail**
New Mexico Resident Preference	
Native American Resident Preference	
New Mexico Resident Veteran	
Native American Resident Veteran	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix G). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.
The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Chief Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Chief Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

Pass/Fail Section

4. Letter of Transmittal

Pass/Fail only. No points assigned.

5. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

6. Conflict of Interest Affidavit

Pass/Fail only. No points assigned.

7. Financial Stability

Pass/Fail only. No points assigned.

8. Oral Presentation

Pass/Fail only. No points assigned.

9. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. **New Mexico Resident Business Preference / Native American Resident Preference** If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference**
If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

B. EVALUATION PROCESS

1. All Offeror proposals 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 Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

ECONOMIC DEVELOPMENT SPECIALIST

RFP #TC FY26-27-009

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.
The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.
ORGANIZATION: _____
CONTACT NAME: _____
TITLE: _____ PHONE NO.: _____
E-MAIL: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Kathryn Dillon
E-mail: kdillon@tcnm.us
Subject Line: Economic Development Specialist – RFP #TC FY26-27-009

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor 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 or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE

FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or

local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughterin-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioner Kevin McCall, Commissioner Ryan Schwebach, Commissioner Samuel Schropp, Assessor Jesse Lucero, Clerk Linda Jaramillo, Probate Judge Josie Chavez-Eaton, Sherrif David Frazee, Treasurer Kathryn Hernandez.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

DRAFT CONTRACT

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

ECONOMIC DEVELOPMENT SPECIALIST

RFP #TC FY26-27-009

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the **"County"**), and _____ (hereinafter referred to as **"Contractor"**).

WHEREAS, the County is in need of professional services for a Economic Development Specialist to provide service(s) to Torrance County; and

WHEREAS, Contractor is qualified to provide such services; and

WHEREAS, the County desires to engage Contractor to render certain services in connection therewith, and 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. TERM.

Services of Contractor shall be from August 01, 2026 through June 30, 2027. Torrance County reserves the right to automatically renew this contract on July 1st of the new fiscal year, for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978,

no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

2. SCOPE OF SERVICES.

- Researches, develops, implements, manages, and administers programs and plans for economic development and capital planning.
  • Leads projects as assigned by the County Manager or the Deputy County Manager, which includes: publishing monthly newsletters; responding to business and development inquiries, providing resource webpages, coordinating business educational services and trainings, and identifying and addressing needs in the business community.
  • Identifies, researches, prepares, submits, and administers grant funding for existing and new programs/projects and opportunities related to economic development and capital planning.
  • Provides information and analysis to the County Commission, County Manager, and other County departments regarding economic issues.
  • Performs economic development and industry research relating to the County's target industries and to the regional economy.
  • Collaborates with other government entities, non-profit organizations, educational institutions, and regional entities on behalf of the County for economic development projects; supports local communities in identifying community issues and developing improvement plans.
  • Assists in the creation of recruitment and retention strategies for businesses in Torrance County in coordination with the County Manager’s Office.
  • Supervises volunteer or temporary staff in developing projects and finalizing deliverables.
  • Develops and implements Economic Development Plans for the County, as well as objectives for specific identified target industries.
  • Plans, monitors, and promotes businesses to the region, further enhancing the economic development of that region; supports agriculture, agritourism, tourism, and other outreach initiatives.
  • Identifies appropriate economic development projects, activities, and opportunities for Torrance County and administers contracts.
  • Creates and implements entrepreneurial and business development strategies and projects.
  • Researches, develops, or revises ordinances and resolutions impacting economic development; produces maps to inform project teams regarding infrastructure, grants, or other economic development projects.
  • Serves as a primary point of contact for the business and development community to assist in maneuvering county processes and procedures and to connect them with resources and services.
  • Represents Torrance County in meetings with government agencies, members of the public, and the private sector.
  • Revises Economic Development website and produces public materials and reports; researches software options to improve efficiency of economic development programming; and reviews and edits economic development plans and documents.

• Oversees and administers the County's Infrastructure Capital Improvements Plan and other capital planning processes.
• In conjunction with the County Manager's Office, evaluates the County's short- and long-term capital needs and aids in the management and execution of capital projects.
• Evaluates and makes recommendations on the County's capital infrastructure needs as they related to business growth and economic development in the region.
• Other duties as assigned as by the County Manager.

LIMITATION OF COST AND COMPENSATION.

The County shall pay the Contractor in full payment for services satisfactorily performed pursuant to the **Scope of Work** on a monthly basis in equal amounts totaling the agreed upon yearly cost. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The Contractor is responsible for all expenses. All invoices **MUST BE** received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted five (5) business days prior to the end of the fiscal year (June 30) and at the termination of the Fiscal Year. Invoices received after such date WILL NOT BE PAID.

Contractor must submit a detailed statement of accounting for all services performed incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

3. TERMINATION.

A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a

reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.

D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.

E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.

F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

5. AUDIT ACCESS TO RECORDS.

A. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of County funded work under this contract in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, the Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted audition standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

6. RELEASE ON FINAL PAYMENT.

The Contractor, upon final payment of the amounts due and under this Agreement, releases the County, its officers and employees from all liabilities, claims, and obligation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

7. CONFIDENTIALITY.

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

8. PRODUCT OF SERVICE.

All documents that the Contractor develops or acquires under this Agreement shall become the County's property and shall be delivered, if so requested, to the County no later than the final termination of this Agreement.

9. CONFLICT OF INTEREST.

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

10. AMENDMENT.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

11. MERGER.

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

12. WAIVER.

No waiver of any breach of this Agreement or any of the terms or conditions thereof 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.

13. APPROPRIATIONS.

This Agreement's terms, including the initial and any extended terms, are contingent upon the
County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

14. EQUAL OPPORTUNITY COMPLIANCE.

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

15. NOTICE.

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

16. INDEMNITY.

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability, or damages which may be brought, found, or levied against the County as a result or arising out of the services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

17. INDEPENDENT CONTRACTOR.

The Contractor, in the performance of this contract, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this contract.

18. COVENANT AGAINST CONTINGENCY FEES.

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract

price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

19. THIRD PARTIES.

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

20. PROFESSIONAL LIABILITY INSURANCE

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate.

21. GOVERNING LAWS.

This Agreement will be construed, interpreted, governed and enforced in accordance with the statues, judicial decisions, and other laws of the State of New Mexico.

22. NON-ASSIGNABILITY.

This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

23. SEVERABILITY.

The invalidity of unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

24. ENTIRE AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

25. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

26. COOPERATION AND DISPUTE RESOLUTION.

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

27. BINDING EFFECT.

This Agreement is binding upon, and inures to the befit of, the parties to this Agreement and their respective successors and assigns.

28. NOTICES.

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail to the following:

Torrance County,
County Manager
PO Box 48
Estancia, NM 87016

and

Contractor: _____
Address: _____
City, State, Zip _____

29. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective _____ , 202___

By: _____Date:_____
Contractor

Printed Name: _____
Address:

_____

By: _____ Date:_____
Torrance County Manager

Printed Name: Stephanie Reynolds
Address: 205 S. Ninth Street, Estancia, NM 87016

By: _____ Date:_____
Torrance County Purchasing Agent

Printed Name: Kathryn Dillon
Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of 2026

_____
Ryan Schwebach
Chairman, District II

_____
Kevin McCall
Vice Chair, District I

_____
Linda Jaramillo

Member, District III

Attest:

_____
Sylvia Chavez
Torrance County Clerk

APPENDIX D

COST RESPONSE FORM

RFP TC FY26-27-009
ECONOMIC DEVELOPMENT SPECIALIST

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: _____

TOTAL PROPOSED ANNUAL COST: $62,000.00 – 70,000.00

To be included in, but not limited to, the Cost Response Form:

- Offeror will include a detailed statement of all services to be performed, including, but limited to, travel, training, and transportation.
- Offeror will submit a yearly cost, which will be paid on a monthly basis at equal amounts totaling the yearly proposed cost.
- The Cost Response Form requires a four-year detailed budget; the yearly cost to be used in the corresponding Evaluation Factor formula will be the total of all four budget years (i.e. Total Year 1 + Total Year 2 + Total Year 3 + Total Year 4).
- Offeror's proposed cost shall not be used to replace Offeror's already-budgeted funds for the proposed service.

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP: Economic Development Specialist RFP #TC FY26-27-009

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):
____ No.
____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one) ____ No.
____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____Date: _____
(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX F

CONFLICT-OF-INTEREST AFFIDAVIT

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

I, (name), being first duly sworn upon my oath, depose and state the following:

☐ Terms of the Conflict of Interest are inapplicable.

☐ I am a former employee of _____(name of Department/Agency), having separated/retired from state employment as of _(date).

☐ I am a current employee of _(name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of $ _____

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

_____
NAME

Subscribed and sworn to before me by_____(name of former employee) this _____ day of _____, 20____.

_____
NOTARY PUBLIC

Terms of the Conflict-of-Interest Affidavit are inapplicable.

My Commission Expires:

_____

APPENDIX G

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.
Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Kathryn Dillon, kdillon@tcnm.us by July 12, 2026 by 3:00 pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # TC FY26-27-009

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

FOR: _____(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the County of Torrance via e-mail at:

Name: Kathryn Dillon
Email: kdillon@tcnm.us

Forms must be submitted no later than July 13, 2026 by 2:00 pm **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the County evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the County of Torrance Chief Procurement Officer at 505-544-4720, kdillon@tcnm.us. When contacting the Chief Procurement Officer, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you're providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3= Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)
COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3= Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?
_____ (3= Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)
COMMENTS:
8. With which aspect(s) of this vendor's services are/were you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS: