

**TORRANCE COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

Boys Circle Facilitator



RFP TC-FY24-03

**TORRANCE COUNTY PURCHASING
205 S Ninth Street
P.O. Box 48
Estancia, NM 87016**

August 15, 2023

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to serve as the Boys Circle Facilitator, hereinafter referred to as “Facilitator” for Torrance County’s Juvenile Justice Continuum of Graduated Sanctions Program.

B. SUMMARY STATEMENT OF WORK

The statement of work consists of services provided by the Facilitator who will work to coordinate and support the Juvenile Justice Continuum of Graduated Sanctions Program. The Facilitator ensures compliance with contractual requirements with the County of Torrance, herein after referred to as “County.” The Facilitator will conduct youth sessions, complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Facilitator will work with the County, Juvenile Justice Continuum Coordinator (JJCC), and the Estancia Valley Youth and Family Council (EYVFC) to facilitate the gender-specific Boys Circle Program that utilizes the One Circle Foundation Council Model called The Boys Circle. The full Statement of Work is included as part of the Professional Services Contract (see Appendix B).

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of providing services as the Facilitator to support the County to provide services to youth ages 11-17 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a parent, counselor, social worker, and/or courts to be at such risk or who could benefit from the Program. The duration of the contract resulting from this RFP shall be from the date of award through June 30, 2024. The contract will automatically renew on an annual basis on July 1, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. 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 may result in a multiple source award. Funding for the Boys Circle Program as provided by the Children, Youth and Families Department (CYFD) could be shared by multiple facilitators.

D. PROCUREMENT OFFICER

The County has designated a Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

Toni Lowery
Torrance County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 205 S Ninth Street // Estancia, NM 87016	<u>Mailing Address:</u> P.O. Box 48 // Estancia, NM 87016
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Phone: (505) 544-4720
E-mail: tlowery@tcnm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Toni Lowery's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Torrance, State of New Mexico.

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

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Facilitator" is the person who will support the Juvenile Justice Continuum of Graduated Sanctions to facilitate the gender-specific Boys Circle Program.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Officer" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Torrance Purchasing Office or the Torrance County Purchasing Officer.

"Purchasing Agent" or "PA" means the Purchasing Office for the County of Torrance.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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 and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<https://laws.nmonesource.com/w/nmos/Chapter-13-NMSA-1978#!fragment/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otojlyYANKIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

- Torrance County Purchasing Policy

file:///C:/Users/njsedillo/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/MC0M9OJB/20220701_Combined%20Grading%20%20Drainage%20Plans.pdf

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	DATE
1. Issue RFP	Tuesday, 8/15/2023
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Monday, 8/28/2023 5:00 pm MDT
3. Deadline to Submit Additional Questions	Wednesday, 8/30/2023 5:00 pm MDT
4. Response to Written Questions/ RFP Amendments	Monday, 09/04/2023 5:00 pm MDT
5. Submission of Proposal	Monday, 9/18/2023 2:00 pm MDT
6. Proposal Evaluation	Monday, 9/25/2023
7. Interview of Finalist(s)	Monday, 9/25/2023 to 09/27/2023
8. Contract Award*	Monday, 10/9/2023
9. Protest Deadline	Wednesday, 10/25/2023

*Contract award is subject to approval of the Board of County Commissioners or Designee.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Torrance County Purchasing Officer on behalf of the County of Torrance and the Torrance County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should

be signed by an authorized representative of the organization, dated and returned by 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Officer (See Section I, Paragraph D.)

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Torrance County Purchasing Office web site (torrancecountynm.org, via the "Contact Us" tab under "Procurement" using the "IFB & RFP" tab). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the 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 "Boys Circle Facilitator" should reference "RFP TC-FY24-03" and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Officer may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. The Evaluation Committee may select and the Procurement Officer may notify finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

7. Interview of Finalists

Finalists will be invited to participate in a panel interview with the RFP Evaluation Committee for the purpose of vetting responsive Offerors. This process will take place during the time period indicated in Section II.A (Sequence of Events), above.

8. Contract Award

After review of the Evaluation Committee Report, interview, and the tentative contract, the Purchasing 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 Purchasing Officer or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror 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.

9. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including

appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Officer. The protest must be delivered to the Purchasing Officer.

Torrance County Purchasing
Attn. Toni Lowery
205 S Ninth Street
PO Box 48
Estancia, New Mexico 87016

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Torrance County Procurement Policy (Resolution 2022-26).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

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. County 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 signed by the Offeror's duly authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the warding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A7 NMSA 1978. 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 data for which an Offeror has made a written request for confidentiality, the Purchasing Officer shall examine the Offeror's 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 continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Torrance County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Officer and other required approval 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 County determines such action to be in the best interest of the County.

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 termination will be affected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the County reserves the right to negotiate with a successful Offeror provision in addition to those contained in this RFP. The contents of this RFP, as

revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to 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 in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror 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 Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 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. 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 or doing 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 County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Torrance County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement 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 County of Torrance.

28. 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.

29. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three [3] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder (or bound) with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (See Section I. F.)
- c. Table of Contents
- d. Cost Response Form (See Appendix C)
- e. Campaign Contribution Disclosure Form (See Appendix F)
- f. Resume
- g. Proposal Summary (Optional)
- h. Response to Specifications

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise

specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

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

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.3, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the party.

2. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Statement of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

3. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Campaign Contribution Disclosure Form, found in Appendix F, – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Torrance are BCC Chairmen Ryan Schwebach; Commissioners Kevin McCall and

Samuel Schropp; Assessor Jesse Lucero; Clerk Linda Jaramillo; Probate Judge Josie Eaton; Sheriff David Frazee; and Treasurer Tracy Sedillo.)

4. Conflict of Interest Affidavit (0 Points)

Offerors must include signed and completed Conflict of Interest Affidavit Form (see Appendix E) with RFP documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Code Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

5. Tax Obligations (0 Points)

Bidders/Proposers are required to certify that they are not delinquent in the payment of their tax obligations and that they will not become delinquent in the payment of their tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

6. Accessibility (100 Points)

If awarded the contract, Contractor must be available to respond to County queries Monday – Thursday from 8 am to 5 pm, but not limited to. Contractor must be able to travel to and throughout Torrance County to facilitate Boys Circle sessions at various locations, meet with County personnel, provide periodic updates to the Estancia Valley Youth and Family Council (EVYFC), and attend trainings, within and outside normal business hours to deliver a high-level of accessibility to stakeholders. Contractor must conduct retention calls to parents or guardians of each participant to build a relationship with the parent or guardian and discuss progress. Contractor must commit to presentations during regularly scheduled BCC meetings if required. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

7. Cost Response Form (25 Points)

Offeror must complete and submit the Cost Response Form, at Appendix C, 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.

8. Resume (100 Points)

Offeror must submit current resume including, but not limited to, employment history, experience, skills, and education.

9. Professional Writing Sample (100 Points)

Offeror must provide a minimum of one (1) professional writing sample, i.e. reports, proposals, articles, brochures, fact sheets, presentations, letters, etc.

C. DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Project Management (75 Points)

Offerors should be proficient with, and experienced with managing projects to guarantee all requirements and deliverables are met timely. Offerors should be effective administrators. Offerors should describe, in narrative form, how they meet this requirement describing similar experience. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

b. Experience with Public Presentation (75 Points)

Offerors should be proficient with, and experienced in preparing and conducting presentations in informal and formal settings. This will include facilitating small group discussions, organizing and conducting classroom-type sessions, workshops and presenting to public bodies. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

c. Experience with Documentation (75 Points)

Offerors should be proficient with, and experienced in compiling and writing reports to summarize data, accomplishments, progress, problems, and plans for improvement. Offerors should be proficient with, and experienced in preparing financial reports including invoices and work logs. Offerors should describe, in narrative form, how they meet this requirement. The response

should include the description of a situation that the Offeror feels best describes their experience and success in this area.

d. Experience with Youth Education and/or Services (75 Points)

Offerors should be proficient with, and experienced working with youth in individual and group settings. Experience with At-Risk Youth is ideal. At-risk youth is defined as juveniles who have demonstrated specific behaviors that if repeated will make the juvenile eligible for a referral to juvenile probation and parole. Knowledge of underage substance abuse issues, juvenile justice, and delinquency prevention is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

e. Experience with Community Outreach (75 Points)

Offerors should be proficient with and experienced in dealing with public outreach including meeting with parents/guardians, stakeholders, and community members to promote programs and garner support and participation for the programs. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

f. Experience with Government Processes and Procurement (75 Points)

Offerors should be familiar with, and experienced in dealing with local government. Knowledge of funding sources for government programs is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

2. References (100 Points)

Offeror should provide names and current contact information for at least three (3) employers, clients, or local public bodies for which Offeror has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed, the duration of the service, and implementation and success of the service.

3. Panel Interview (125 Points)

Selected finalists will be invited to participate in a panel interview to obtain further information about an Offeror's qualifications and to evaluate an Offeror's ability to respond to questions in a formal setting.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Capability and Agreement to Perform	0*
IV.B.3	Campaign Contribution Disclosure Form	0*
IV.B.4	Conflict of Interest Affidavit	0*
IV.B.5	Tax Obligations	0*
IV.B.6	Accessibility	100
IV.B.7	Cost Response Form	25
IV.B.8	Resume	100
IV.B.9	Professional Writing Samples	100
IV.C.1.a	Experience with Project Management	75
IV.C.1.b	Experience with Public Presentation	75
IV.C.1.c	Experience with Documentation	75
IV.C.1.d	Experience with Youth Education and/or Services	75
IV.C.1.e	Experience with Community Outreach	75
IV.C.1.f	Experience with Government Processes	75
IV.C.2	References	100
IV.C.3	Panel Interview	125
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.3, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

4. Conflict of Interest Affidavit (0 Points)

Pass/Fail only.

5. Tax Obligations (0 Points)

Pass/Fail only.

6. Accessibility (100 Points)

Points will be awarded based on the Offeror's ability to demonstrate ease of reaching the Offeror when needed, ability to attend required meetings and training, availability to County personnel.

7. Cost Response Form (25 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form.

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 25$$

8. Resume (100 Points)

Points will be awarded based relevance of employment, experience, skills, and education to the Statement of Work.

9. Professional Writing Sample (100 Points)

Points will be awarded based on the quality of writing sample provided.

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Project Management (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

b. Experience with Public Presentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

c. Experience with Documentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

d. Experience with Youth Education and/or Service (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

e. Experience with Community Outreach (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

f. Experience with Government Processes (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

2. References (100 Points)

Points will be awarded based on the similarity of the Offeror's dealings indicated to the requirements of the Statement of Work as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors.

3. Panel Interview (125 Points)

Points will be awarded based on the depth and breadth of the answers provided to questions, as well as presentation and ability to communicate orally. The Evaluation Committee will pay particular attention to the similarity between response to questions and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

D. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors will be invited to participate in a panel interview with the RFP Evaluation Committee. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Officer, and any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

PROFESSIONAL SERVICES FOR TORRANCE COUNTY

**RFP TC-FY24-03
Boys Circle Facilitator**

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgment of receipt should be signed and returned (by e-mail, courier or hand delivery) to the Procurement Officer no later than August 21, 2023.

*The firm listed below **does/does not** (circle one) intend to respond to this Request for Proposals.*

OFFEROR: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO. _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Toni Lowery
Torrance County Purchasing
205 S Ninth Street
PO Box 48
Estancia, NM 87016
Phone: (505) 544-4720
E-mail: tlowery@tcnm.us

APPENDIX B

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

Boys Circle Facilitator

PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EYFVC)
BOYS CIRCLE SERVICES IN THE ESTANCIA VALLEY

RFP TC-FY24-03

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

WHEREAS, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," for a continuum of graduate sanction and alternative detention services to juvenile offenses.

WHEREAS, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

WHEREAS, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

NOW THEREFORE, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. Period of Agreement.

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall automatically renew on July 1 each fiscal year for three (3) additional one-year terms, and shall expire on June 30, 2024, unless terminated pursuant to Articles 4 or 8, infra. 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 may result in a multi-source award.

2. Statement of Work

The Contractor shall provide the program of services as set forth in the statement of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Articles 4 or 8, infra.

3. Limitation of Cost and Compensation

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed thirty eight thousand six hundred and ten dollars and zero cents [\$38,610 (\$165.00 per session x 234 sessions) for any fiscal year period and approved by CYFD in Agreement No. 21-690-3200-20847-3. The annual budget is attached

hereto as “**Attachment 2 – Budget**” and incorporated herein by reference. Payments shall only be made as outlined in “**Attachment 2 – Budget.**” This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.

- B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the “**Statement of Work – Attachment 1.**” 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.**
- C. 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.

4. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and CYFD, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor shall obtain a DUNS Number and be listed as active in the System for Award Management (SAM) prior to contract award. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

8. Release

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

9. Confidentiality

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

10. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

11. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this

Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

12. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. Merger

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

14. Penalties for violation of law

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.

15. Equal Opportunity Compliance

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

18. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and

effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

19. Disclaimer and Hold Harmless

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Indemnification

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

21. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and

authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

24. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Survival

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

27. Succession

This agreement shall extend to and be binding upon the successors and assigns of the parties.

28. Force Majeure

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure

performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

29. Mediation

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

30. Notice to Proceed

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

31. Attorney's Fees

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

32. Cooperation

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

33. Incorporation and Order of Precedence

Request for Proposals No. TC-FY24-03 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

34. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:
- i. give the contractor prompt written notice of any claim;
 - ii. allow the contractor to control the defense or settlement of the claim; and
 - iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
- i. provide a procuring agency of the County the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing; or
 - iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

35. 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.

36. Contractor's Payment of Property Taxes

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with All County Tax Requirements

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM 87016

To the Contractor: [insert name and address].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2023.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

Samuel Schropp
Commissioner, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

Attest:

Linda Jaramillo
Torrance County Clerk

Attachment 1 – Statement of Work

Torrance County

The statement of work consists of services provided by the Facilitator who will work to coordinate and support the Juvenile Justice Continuum of Graduated Sanctions Program. The Facilitator ensures compliance with contractual requirements with the County of Torrance, herein after referred to as “County.” The Facilitator will conduct youth sessions, complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Facilitator will work with the County, Juvenile Justice Continuum Coordinator (JJCC), and the Estancia Valley Youth and Family Council (EYVFC) to facilitate the gender-specific Boys Council Program that utilizes the One Circle Foundation Council Model called The Boys Council for Boys and Young Men. The full Statement of Work is included as part of the "Professional Services Contract" which is provided in part in the "Additional Information" section.

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Facilitator, herein after known as “Facilitator” or “Contractor” for the Gender-Specific Boys Council Program, hereinafter referred to as “Program,” administered in the Estancia Valley, New Mexico, that serves youth ages 11-17 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a parent, counselor, social worker, and/or courts to be at such risk or who could benefit from the Program. The Program shall utilize the One Circle Foundation Council Model called The Council for Boys and Young Men that is recognized as a “promising practice” and serves to empower at-risk teenage boys by improving their self-esteem and teaching them communication and decision-making skills. The Contractor takes direction and supervision from Torrance County, herein after known as the “County,” however, the contract will be executed, modified or terminated, with the approval of the Board.

Essential Job Functions and Responsibilities

Duties and Responsibilities of the Boys Council Facilitator

1. Fulfills all goals, objectives, and activities of the Gender-Specific Boys Council Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EYVFC)
2. Continuum Coordinator, herein after known as the “Continuum Coordinator,” to ensure all quality standards and goals are met. Shall provide quarterly updates to the EYVFC at a regularly scheduled board meeting or upon proper written notice. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.

4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant's monthly log by the 5th day of the following month.
6. Conduct One Circle Foundation approved entry and exit surveys (The Council
7. Survey) for each participant.
8. Complete a Youth and Staff Survey for each youth and submit to be recorded into an approved CYFD platform upon completion of each program and maintain a hardcopy on file for audit purposes.
9. Conduct retention calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the progress of their participating child.
10. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
11. Upon successful completion of the Program, issue a certificate to each participant and obtain an evaluation form from each participant.
12. Inclusion and reference the CYFD and EVFYC logo in any correspondence and media communications.
13. At minimum, collect the following demographics, core measures, and performance measurements for each participant:

DEMOGRAPHICS

1. Name, Date of Birth
2. Address, City, State and Zip Code;
3. Race/Ethnicity;
4. Population Served;
 - a. At-Risk Youth;
 - b. First Time Offender;
 - c. Repeat Offender;
 - d. Sex Offender;
 - e. Status Offender; and
 - f. Violent Offender.
5. Youth Currently in Detention;
6. Gender
 - a. Male;
 - b. Female; or
 - c. Transgender.
7. Month and Year of Birth;
8. Geographic Location;
 - a. Urban;
 - b. Tribal;
 - c. Rural; or
 - d. Frontier.
9. Other Population Information;
 - a. Mental Health;
 - b. Substance Abuse;

- c. Truant/Dropout; and
 - d. Pregnant.
10. Referral Source;
 11. Days/Times Program is Held;
 12. Program Attendance; and
 13. Program Participation.

CORE MEASURES

1. New youth admissions during this reporting period;
2. Number of program youth carried over from previous reporting period;
3. Total number of youth in the program;
4. Total number of youth who exited the program during the reporting period;
5. Number of youth who exited the program having completed the program requirements during the reporting period;
6. Percent of youth who successfully completed the program;
7. How many youth is your program designed to serve;
8. Number of current program youth who had an arrest during the reporting period;
9. Number of current program youth who were committed to a juvenile facility during the reporting period;
10. Number of current program youth who had a re-arrest during the reporting period;
11. Number of program youth who were re-committed during the reporting period;
12. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
13. Number of program youth with gang activity; and
14. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR BOYS COUNCIL

Program Specific as measured by The Council Survey

1. Engaging in school;
2. Avoiding tobacco, alcohol, and drugs;
3. Caring and cooperating vs. aggression;
4. Respecting other's boundaries;
5. Respecting differences and having pride in one's ethnicity; and
6. Creating healthy masculine identities.

Local Site-Specific

1. Thirty percent (30%) of youth report higher school attachment or engagement;
2. Thirty percent (30%) of youth report avoiding self-harm;

3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;
4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

Minimum Qualifications

MINIMUM QUALIFICATIONS FOR INDIVIDUALS, COMBINED ENTITIES, NON-PROFITS, OR 501(C)(3) ORGANIZATIONS:

The following qualifications apply to individuals or the entity types listed immediately above. Entities may meet the qualifications by illustrating that the current personnel team meets the minimum qualifications in sum. Entities should provide a detailed explanation of which individuals will complete the various duties and how those individuals meet certain portions of the qualifications such that the total personnel team meets the full set of minimum qualifications, if applicable. Entities should also provide an operational budget and organizational chart as part of the application.

1. High School Diploma or equivalent AND two years' experience in community services programs. A combination of education, experience, and training may be applied in accordance with Torrance County policy;
2. Demonstrated knowledge of accounting, administration, writing, public speaking, governmental policies; time management, and policy and program development of grant writing, proposals and quarterly reports;
3. Proof of General and Professional Liability Insurance;
4. Skill in communicating effectively both orally and in writing; and
5. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
6. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Due to program requirements contractor must be Male;
 - c. Be a United States Citizen;
 - d. Have a valid New Mexico driver's license;
 - e. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
 - f. Submit to a thorough background investigation;
 - g. Be familiar with keyboarding and computer systems;
 - h. No DUI convictions within the last five years;
 - i. Meet or exceed the County requirements for insurance and bonding;
 - j. Provide an Employee Code of Conduct.
 - k. SAMs registration will be required prior to contract approval.
 - l. Children Youth and Families Department (CYFD) approval will be required.
 - m. Must pass a CYFD background check.

PREFERRED QUALIFICATIONS

1. Demonstrated knowledge of juvenile justice and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
2. Knowledge of regional community resources including service agencies, funding sources and their role in the local community;
3. Demonstrated knowledge of local government processes for the procurement of services and goods, ability to develop and negotiate scope of services for professional service contracts, and ability to monitor contractors in meeting grant and contractual obligations;
4. Knowledge of State and Federal ethical standards for working with youth.
5. Associate's or Bachelor's Degree.

Functional Analysis

Working Conditions

Work is performed as a contract and the Contractor is required to provide the necessary equipment needed to perform the job such as use of their own vehicle and time spent traveling, neither of which is reimbursable. There will be a need for use of computers, and Internet will be provided at various school locations.

There is fieldwork required in conducting community relations activities, in accompanying students on field trips, and to carry out the functions of this Contract. The Contractor shall be able to work non-traditional working hours and have a flexible schedule.

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

The Contractor will submit their invoice and timesheet by the 5th day of the following month to the Continuum Coordinator.

The Contractor will be responsible for providing incentives for good attendance, participation, etc.

The Contractor is responsible for tracking the hours and compensation limit under this Agreement, and without

advance written permission from the County Manager, the Contractor shall not bill for or be paid for hours or compensation in excess of the cap placed on this Agreement.

SAFETY SENSITIVE POSITION REQUIRES DRUG AND ALCOHOL TESTING ACCORDING TO TORRANCE COUNTY POLICY.

SAFETY SENSITIVE POSITION REQUIRES PASSING A BACKGROUND CHECK APPROVED BY CYFD.

FAILURE OF DRUG AND ALCOHOL TESTING AND/OR BACKGROUND CHECK SHALL RESULT IN NON-CONTRACT AWARD.

Knowledge and Skills

Desirable
Requirements

Specific Experience

1. Experience with Project Management

Offerors should be proficient with, and experienced with managing projects to guarantee all requirements and deliverables are met timely. Offerors should be effective administrators. Offerors should describe, in narrative form, how they meet this requirement describing similar experience. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

2. Experience with Public Presentation

Offerors should be proficient with, and experienced in preparing and conducting presentations in informal and formal settings. This will include facilitating small group discussions, organizing and conducting classroom-type sessions, workshops and presenting to public bodies. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

3. Experience with Documentation

Offerors should be proficient with, and experienced in compiling and writing reports to summarize data, accomplishments, progress, problems, and plans for improvement. Offerors should be proficient with, and experienced in preparing financial reports including invoices and work logs. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

4. Experience with Youth Education and/or Services

Offerors should be proficient with, and experienced working with youth in individual and group settings. Experience with At-Risk Youth is ideal. At-risk youth is defined as juveniles who have demonstrated specific behaviors that if repeated will make the juvenile eligible for a referral to juvenile probation and parole. Knowledge of underage substance abuse issues, juvenile justice, and delinquency prevention is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

5. Experience with Community Outreach

Offerors should be proficient with and experienced in dealing with public outreach including meeting with parents/guardians, stakeholders, and community members to promote programs and garner support and participation for the programs. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

6. Experience with Government Processes and Procurement

Offerors should be familiar with and experienced in dealing with local government. Knowledge of funding sources for government programs is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This position is funded by a combination of County, State, and Federal Grant Funds. Accordingly, the position is subject to the availability and authorization of funding.

Attachment 2 – Budget
Torrance County

\$165 per session X 234sessions Projected 120 youth served.	\$38,610.00
TOTAL ANNUAL PROGRAM BUDGET	\$38,610.00

APPENDIX C
COST RESPONSE FORM

RFP TC-FY24-03
Boys Circle Facilitator

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 \$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

**RFP TC-FY24-03
Boys Circle Facilitator**

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

Name	
Title	
E-mail Address	
Telephone Number	

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

Name	
Title	
E-mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Antidiscrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2023

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

APPENDIX E

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 F

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, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or

who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____ (Completed by State Agency or Local Public Body)

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)



Torrance County

*P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700*

*Ryan Schwebach,
Chair
District 2*

Attachment to Campaign Contribution Disclosure Form **Current Torrance County Elected Officials**

*Kevin McCall
District 1*

Commissioner, District 1 – Kevin McCall

*Samuel Schropp
District 3*

Commissioner, District 2 – Ryan Schwebach

Commissioner, District 3 – Samuel Schropp

*Janice Y. Barela
County Manager*

Assessor – Jesse Lucero

*Tracy Sedillo
Treasurer*

Clerk – Linda Jaramillo

*Linda Jaramillo
Clerk*

Probate Judge – Josie Eaton

*Jesse Lucero
Assessor*

Sheriff – David Frazee

Treasurer – Tracy Sedillo

*David Frazee
Sheriff*

*Josie Eaton
Probate Judge*