

# TORRANCE COUNTY

## REQUEST FOR PROPOSALS (RFP)

### DWI PREVENTION EVALUATOR



**RFP#**  
TC FY24-25-004

RFP Release Date: June 10, 2024

Proposal Due Date: **July 08, 2024**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Torrance County Board of County Commissioners seeks competitive proposals from qualified, accredited Offerors to provide service(s) to prevent and/or delay substance use among youth living in Torrance County as well as perform all tasks of the DWI Prevention Evaluator, conduct consultations, and provide assistance to the DWI Coordinator and Staff.

Responses will be accepted in the Finance Department, Attn: Kristin Saavedra, Torrance County Administrative Bldg., 205 S. Ninth St. / PO Box 48, Estancia, New Mexico, 87016 up to 2:00 p.m. (Mountain Daylight Time) on (date). Late submissions **will not** be accepted. The Torrance County Board of Commissioners reserves the right to reject any and all responses.

### B. SCOPE OF PROCUREMENT

This scope of procurement consists of developing from archival data sources a FY 2025 Torrance County Prevention Needs Assessment, working with the Torrance County DWI Prevention Program Coordinator, developing a Torrance County Final DWI Program Prevention Summary and Recommendations, developing Social Health Marketing Campaigns, and serving as Torrance County's Certified Prevention Specialist.

The duration of the contract resulting from this RFP shall be from July 01, 2024 through June 30, 2025, Torrance County reserves the right to automatically renew this contract on July 1<sup>st</sup> of the new fiscal year, for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

### C. CHIEF PROCUREMENT OFFICER

Kristin Saavedra has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kristin Saavedra, Chief Procurement Officer  
Telephone: (505) 544-4720  
Email: ksaavedra@tcnm.us

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

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

#### **D. PROPOSAL DELIVERY**

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

*Name: Kristin Saavedra*

*RFP Name: DWI Prevention Evaluator RFP #TC FY24-25-004*

*Address: 205 S. Ninth St. / PO Box 48, Estancia, NM 87016*

#### **E. DEFINITION OF TERMINOLOGY**

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

1. **“Award”** means the final execution of the contract document.
2. **“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.
3. **“Business Hours”** means weekdays (Monday – Thursday) 7:30 AM through 5:30 PM MST/MDT, whichever is in effect on the date given.
4. **“Chief Procurement Officer”** means that person within a state agency's or local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services, or construction. "Chief Procurement Officer" includes the State Purchasing Agent.
5. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Confidential”** means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

7. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
8. **“Contractor”** means any business having a contract with a state agency or local public body.
9. **“County”** means the County of Torrance, State of New Mexico
10. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. **“Desirable”** – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers,” identify a desirable or discretionary item or factor.
12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
13. **“Evaluation Committee Report”** means a report prepared by the Chief Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“IT”** means Information Technology.
18. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

21. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
22. **“Procurement”** means purchasing, renting, lease purchasing, or otherwise acquiring items of *tangible personal property, services, or construction*; all procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of *contract*, and contract administration.
23. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure items of tangible personal property, services, or construction from the agreement(s) awarded as a result of this RFP.
24. **“Professional Services”** means services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, *construction* managers, and other persons or businesses, providing similar *professional services*, which may be designated as such by determination issued by the state purchasing agent or a central purchasing office. NMSA 1978 §13-1-76.
25. **“Purchasing”** means the County of Torrance Purchasing Office.
26. **“Purchasing Agent” or “PA”** means the Torrance County designated Purchasing Officer.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
30. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.



31. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
32. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. **“State (the State)”** means the State of New Mexico.
35. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
36. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
37. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

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

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.torrancecountynm.org/rfb-rfp>

Other relevant links:

- **Torrance County Procurement Policy:**  
<https://www.torrancecountynm.org/departments/finance-department>
  
- **New Mexico Procurement Code:**  
<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojlzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZIwDUAggDIRR2qTAAjaKWxxq1I>  
[A](#)

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## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Chief Procurement Officer	June 10, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	June 20, 2024
3. Deadline to submit Written Questions	Potential Offerors	June 24, 2024
4. Response to Written Questions	Chief Procurement Officer/County	June 27, 2024
<b>5. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>July 08, 2024 2:00 pm</i></b>
6.* Proposal Evaluation	Evaluation Committee	July 10, 2024
7.* Selection of Finalists	Evaluation Committee	July 16, 2024
8 * Oral Presentation(s)	Finalist Offerors	July 17, 2024
9.* Finalize Contractual Agreements – Commission Packet/Agenda	County	August 14, 2024
10.** Contract Approval/Awards	County/ Finalist Offerors	August 14, 2024
11.* Protest Deadline	County	August 29, 2024

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

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

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

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

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the County buyer, Kristin Saavedra at ksaavedra@tcnm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the

Procurement Officer by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

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

### **3. Deadline to Submit Written Questions**

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

### **4. Response to Written Questions**

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

The Questions and Answers will be posted to:

<https://www.torrancecountynm.org/rfb-rfp>

### **5. Submission of Proposal**

ALL PROPOSALS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 2:00 PM MST/MDT ON DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN OR WILL BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "DWI Prevention Evaluator" should reference "RFP #TC FY24-25-004" and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

**6. Proposal Evaluation**

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

**7. Selection of Finalists**

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

**8. Oral Presentations**

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

**9. Finalize Contractual Agreements**

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

**10. Contract Awards**

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

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

## **11. Protest Deadline**

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

Protest Manager: Kristin Saavedra  
Address: 205 S. Ninth St., Estancia, NM 87016  
E-mail address: ksaavedra@tcnm.us

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

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

### **4. Subcontractors/Consent**

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement.

## 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 addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

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

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

**9. No Obligation**

This RFP in no manner obligates the 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 terminations 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 of the Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

**13. Governing Law**

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

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

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

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



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

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

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

#### **16. Offeror's Terms and Conditions**

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

#### **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the County and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

#### **18. Offeror Qualifications**

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

#### **19. Right to Waive Minor Irregularities**

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

**20. Change in Contractor Representatives**

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

**21. Notice of Penalties**

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

**22. County Rights**

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

**23. Right to Publish**

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

**24. Ownership of Proposals**

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

**25. Confidentiality**

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

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

**26. Electronic mail address required**

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

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the county, the Offeror acknowledges that the version maintained by the county shall govern.

Please refer to: <https://www.torrancecountynm.org/rfb-rfp>

## 28. Campaign Contribution Disclosure Form

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

## 29. Letter of Transmittal

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

Provide the following information:

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

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

## 30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for

professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body;
  2. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. Has, preceding this offer, been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the County or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the County or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **31. New Mexico/Native American Resident Preferences**

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

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

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

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

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

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB/CD and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
  - i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
    - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
    - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.;

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

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

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

### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

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

#### **1. Proposal Content and Organization**

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

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror’s Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - i. Organizational Experience
  - ii. Organizational References
  - iii. Oral Presentation (if applicable)
  - iv. Mandatory Specification
  - v. Desirable Specification
  - vi. Financial Stability –(Financial information considered confidential, as defined in Section I.F.5 and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i, as applicable)
  - vii. Performance Surety Bond (if applicable)

- viii. New Mexico/Native American Resident Preferences (if applicable)
- 8. Other Supporting Material (if applicable)

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

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

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## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

- 1. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program:**
  - i. Develop from archival data sources (as they become available) a FY2025 Torrance County Prevention Needs Assessment that includes:
    - a) What is a Community Needs Assessment
    - b) How to Use this Needs Assessment
    - c) The State of Health in New Mexico
    - d) About Torrance County
    - e) U.S. Census Bureau Torrance County, New Mexico
    - f) Alcohol Use U.S.
    - g) New Mexico Alcohol Use Landscape
    - h) NM Counties Alcohol Crash Death Comparisons
    - i) Torrance County Risk Factors
    - j) Torrance County NM DOH IBIS Report Relevant Data
    - k) NM Local DWI Programs Success
    - l) New Mexico Youth Risk and Resiliency Survey High School 2022
    - m) Torrance County Grades 9-12 YRRS Relevant Data
    - n) New Mexico Youth Risk and Resiliency Survey Middle School 2022
    - o) Torrance County Grades 6-8 YRRS Relevant Data
    - p) Torrance BHP Assessment Data Analysis
    - q) Comparisons of the 2022 High School and Middle School YRRS Data
    - r) Trends
    - s) Next Steps
    - t) Appendices
- 2. Work with Torrance County DWI Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Torrance County Community including:**
  - i. Develop a Torrance County DWI Program Prevention Metric that includes:
    - a) Metric 1 – NIDA Guiding Principles
    - b) Metric 2 – Health Promotion – Prevention Theories
    - c) Metric 3 – National Prevention Strategy
    - d) Metric 4 – SAMHSA Strategic Prevention Framework SPF
  - ii. Develop a Torrance County DWI Program Prevention Logic Model that includes:
    - a) Goals: Behaviors and Related Problems
    - b) Risk and Protective Factors
    - c) Interventions
    - d) Short-term Outcomes
    - e) Long-term Outcomes

- iii. Develop a Torrance County Prevention Programs Return on Investment Analysis based on:
  - a) SAMHSA: Miller, T. and Hendrie, D. Substance Abuse Prevention Dollars and Cents: A Cost-Benefit Analysis, DHHS Pub. No. (SMA) 07-4298. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2008.

Completed at end of FY25 Quarters 1, 2, 3, and 4

### **3. Develop a Torrance County Final DWI Program Prevention Summary and Recommendations**

- ii. Attend a minimum of two meetings via Zoom or in person, of the Torrance County DWI Planning Council.
- iii. Review effectiveness of activities implemented through a quality improvement process by providing program surveys for programs and events and evaluating results.

### **4. Social Health Marketing Campaign:**

- i. Identify evidence-based alcohol awareness, alcohol prevention, or other prevention campaign to be used for various audiences across the County that are directly tied to the main goal of reducing underage drinking and DWI in Torrance County, New Mexico.
- ii. Develop and provide detailed plans, including artwork and media message if unavailable, oversight and technical assistance of the step-by-step planning, implementation, and evaluation of the campaign.
- iii. Survey Instruments that have been developed with the campaign or developed by the evaluator will be utilized for evaluation purposes and monitoring of the campaign.
- iv. Ongoing communication will be provided for planning, implementing, and strategic direction with the Torrance County DWI Program Staff and/or planning council.
- v. The ongoing evaluation of the campaign will comprise of a process and outcome evaluation analysis including recommendations for prevention programming. The analysis will also include Return on Investment (ROI) based on SAMHSA Guidelines.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state and/or local government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as an evaluator.
- b) describe at least two project successes and failures as an Evaluator. Include how each experience improved the Offeror's services.

## 2. Organizational References

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

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

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Client project manager's name, telephone number, fax number and e-mail address.

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

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

## 3. Mandatory Specifications

1. Experience in SAMHSA'S Strategic Prevention Framework
2. Experience in Program Development
3. Experience in developing and implementing Social Health Education Campaigns
4. Experience in developing Community Assessments
5. Experience in creating and developing a Strategic Plan
6. Experience in facilitation and training in Prevention
7. Familiarity with SAMHSA'S SPF model
8. Experience in developing, disseminating, and implementing evidence-based curriculums, community guides, and toolkits.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

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

## 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 3. Financial Stability

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

## 4. Oral Presentation

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

## 5. Cost Proposal

- B. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.
- B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task within each task. The Offeror shall quote hourly rates for additional consulting beyond the scope of the described tasks.

## D. RESIDENT BUSINESS OR RESIDENT VETERANS' PREFERENCE

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

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

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

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. Organizational Experience

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

#### 2. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated

on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Chief Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Chief Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. Mandatory Specifications**

Points will be awarded based on the thoroughness and clarity of Offerors response in this section.

1. Experience in SAMHSA’S Strategic Prevention Framework
2. Experience in Program Development
3. Experience in developing and implementing Social Health Education Campaigns
4. Experience in developing Community Assessments
5. Experience in creating and developing a Strategic Plan
6. Experience in facilitation and training in Prevention
7. Familiarity with SAMHSA’S SPF model
8. Experience in developing, disseminating, and implementing evidence-based curriculums, community guides, and toolkits.

**4. Cost**

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

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

**Pass/Fail Section**

**5. Letter of Transmittal**

Pass/Fail only. No points assigned.

**6. Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

**7. Conflict of Interest Affidavit**

Pass/Fail only. No points assigned.

**8. Financial Stability**

Pass/Fail only. No points assigned.

**9. Oral Presentation**

Pass/Fail only. No points assigned.

**10. New Mexico Preferences**

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

**A. New Mexico Resident Business Preference / Native American Resident Preference**

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

**B. New Mexico/Native American Resident Veteran Preference**

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

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
  2. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). 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 PROPOSAL**

**DWI Prevention Evaluator**  
**RFP #TC FY24-25-004**

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

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**  
To: Kristin Saavedra  
E-mail: ksaavedra@tcnm.us  
Subject Line: DWI Prevention Evaluator – RFP #TC FY24-25-004



## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**DRAFT CONTRACT**



TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

DWI PREVENTION EVALUATOR

**RFP #TC FY24-25-004**

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

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

**WHEREAS**, the County is in need of professional services for a DWI Prevention Evaluator to provide service(s) to prevent and/or delay substance use among youth living in Torrance County; and

**WHEREAS**, Contractor is qualified to provide such services; and

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

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

**1. TERM.**

Services of Contractor shall be from July 01, 2024 through June 30, 2025. Torrance County reserves the right to automatically renew this contract on July 1<sup>st</sup> of the new fiscal year, for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

**2. SCOPE OF SERVICES.**

**A. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program:**

- i. Develop from archival data sources (as they become available) a FY2025 Torrance County Prevention Needs Assessment that includes:
  - a) What is a Community Needs Assessment
  - b) How to Use this Needs Assessment
  - c) The State of Health in New Mexico
  - d) About Torrance County
  - e) U.S. Census Bureau Torrance County, New Mexico
  - f) Alcohol Use U.S.
  - g) New Mexico Alcohol Use Landscape
  - h) NM Counties Alcohol Crash Death Comparisons
  - i) Torrance County Risk Factors
  - j) Torrance County NM DOH IBIS Report Relevant Data
  - k) NM Local DWI Programs Success
  - l) New Mexico Youth Risk and Resiliency Survey High School 2023
  - m) Torrance County Grades 9-12 YRRS Relevant Data
  - n) New Mexico Youth Risk and Resiliency Survey Middle School 2023
  - o) Torrance County Grades 6-8 YRRS Relevant Data
  - p) Torrance BHP Assessment Data Analysis
  - q) Comparisons of the 2022 High School and Middle School YRRS Data
  - r) Trends
  - s) Next Steps
  - t) Appendices

**B. Work with Torrance County DWI Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Torrance County Community including:**

- i. Develop a Torrance County DWI Program Prevention Metric that includes:
  - a. Metric 1 – NIDA Guiding Principles
  - b) Metric 2 – Health Promotion – Prevention Theories
  - c) Metric 3 – National Prevention Strategy
  - d) Metric 4 – SAMHSA Strategic Prevention Framework SPF

- ii. Develop a Torrance County DWI Program Prevention Logic Model that includes:
  - a) Goals: Behaviors and Related Problems
  - b) Risk and Protective Factors
  - c) Interventions
  - d) Short-term Outcomes
  - e) Long-term Outcomes
- iii. Develop a Torrance County Prevention Programs Return on Investment Analysis based on:
  - a) SAMHSA: Miller, T. and Hendrie, D. Substance Abuse Prevention Dollars and Cents: A Cost-Benefit Analysis, DHHS Pub. No. (SMA) 07-4298. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2008.

Completed at end of FY25 Quarters 1, 2, 3, and 4

**D. Develop a Torrance County Final DWI Program Prevention Summary and Recommendations**

- i. Attend a minimum of two meetings via Zoom or in person, of the Torrance County DWI Planning Council.
- ii. Review effectiveness of activities implemented through a quality improvement process by providing program surveys for programs and events and evaluating results.

**E. Social Health Marketing Campaign:**

- i. Identify evidence-based alcohol awareness, alcohol prevention, or other prevention campaign to be used for various audiences across the County that are directly tied to the main goal of reducing underage drinking and DWI in Torrance County, New Mexico.
- ii. Develop and provide detailed plans, including artwork and media message if unavailable, oversight and technical assistance of the step-by-step planning, implementation, and evaluation of the campaign.
- iii. Survey Instruments that have been developed with the campaign or developed by the evaluator will be utilized for evaluation purposes and monitoring of the campaign.
- iv. Ongoing communication will be provided for planning, implementing, and strategic direction with the Torrance County DWI Program Staff and/or planning council.
- v. The ongoing evaluation of the campaign will comprise of a process and outcome evaluation analysis including recommendations for prevention programming. The analysis will also include Return on Investment (ROI) based on SAMHSA Guidelines.

**3. LIMITATION OF COST AND COMPENSATION.**

The County shall pay the Contractor in full payment for services satisfactorily performed pursuant to the **Scope of Work** on a monthly basis in equal amounts totaling the agreed upon yearly cost. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The Contractor is responsible for all expenses. All invoices **MUST BE** received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted five (5) business

days prior to the end of the fiscal year (June 30) and at the termination of the Fiscal Year. Invoices received after such date WILL NOT BE PAID.

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

#### **4. TERMINATION.**

- A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.
- E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.
- F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

**5. AUDIT ACCESS TO RECORDS.**

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

**6. RELEASE ON FINAL PAYMENT.**

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

**7. CONFIDENTIALITY.**

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

**8. PRODUCT OF SERVICE.**

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

**9. CONFLICT OF INTEREST.**

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



**10. AMENDMENT.**

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

**11. MERGER.**

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

**12. WAIVER.**

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

**13. APPROPRIATIONS.**

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

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

**14. EQUAL OPPORTUNITY COMPLIANCE.**

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

**15. NOTICE.**

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

**16. INDEMNITY.**

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

**17. INDEPENDENT CONTRACTOR.**

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

**18. COVENANT AGAINST CONTINGENCY FEES.**

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

**19. THIRD PARTIES.**

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

**20. PROFESSIONAL LIABILITY INSURANCE**

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

**21. GOVERNING LAWS.**

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

**22. NON-ASSIGNABILITY.**

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

**23. SEVERABILITY.**

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

**24. ENTIRE AGREEMENT.**

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

**25. WAIVER OF BREACH.**

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

**26. COOPERATION AND DISPUTE RESOLUTION.**

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

**27. BINDING EFFECT.**

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

**28. NOTICES.**

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

Torrance County  
c/o County Manager  
P. O. Box 48  
Estancia, NM 87016

and

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**29. APPROVAL REQUIRED.**

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

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective \_\_\_\_\_, 2024.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S. Ninth Street, Estancia, NM 87016

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA

Address: 205 S. Ninth Street, Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this (day) day of 2024

---

Ryan Schwebach  
Chairman, District II

---

Kevin McCall  
Vice Chair, District I

---

Samuel Schropp  
Member, District III

Attest:

---

Linda Jaramillo  
Torrance County Clerk

**APPENDIX D**  
**COST RESPONSE FORM**

**RFP TC FY24-25-004**  
**DWI Prevention Evaluator**

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: \$ \_\_\_\_\_

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

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

# APPENDIX E

## LETTER OF TRANSMITTAL FORM

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

**RFP: DWI Prevention Evaluator RFP #TC FY24-25-004**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

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

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

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

**3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

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

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

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

APPENDIX F

CONFLICT-OF-INTEREST AFFIDAVIT

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

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

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

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

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

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

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by \_\_\_\_\_(name of former employee) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

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

My Commission Expires:
\_\_\_\_\_



## **APPENDIX G**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Kristin Saavedra, ksaavedra@tcnm.us by July 10, 2024 by 3:00 pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # TC FY24-25-004  
ORGANIZATIONAL REFERENCE QUESTIONNAIRE  
FOR:**

\_\_\_\_\_  
(Name of Offeror)

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

Name: Kristin Saavedra  
Email: ksaavedra@tcnm.us

Forms must be submitted no later than July 10, 2024 by 3:00 pm **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the County evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

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

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

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

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