

TORRANCE COUNTY

REQUEST FOR PROPOSALS (RFP)

**TORRANCE COUNTY VARIOUS DEPARTMENTS
MOBILE/PORTABLE RADIO UPGRADE**



RFP#
TC FY25-26-006

RFP Release Date: November 24, 2025

Proposal Due Date: December 29, 2025

Table of Contents

I.	INTRODUCTION.....	4
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS.....	4
B.	BACKGROUND INFORMATION.....	4
C.	SCOPE OF PROCUREMENT.....	4
D.	CHIEF PROCUREMENT OFFICER.....	4
E.	PROPOSAL DELIVERY.....	5
F.	DEFINITION OF TERMINOLOGY.....	5
G.	PROCUREMENT LIBRARY.....	8
II.	CONDITIONS GOVERNING THE PROCUREMENT.....	9
A.	SEQUENCE OF EVENTS.....	9
B.	EXPLANATION OF EVENTS.....	9
1.	Issue RFP.....	9
2.	Acknowledgement of Receipt Form.....	9
3.	Deadline to Submit Written Questions.....	10
4.	Response to Written Questions.....	10
5.	Submission of Proposal.....	10
6.	Proposal Evaluation.....	10
7.	Finalize Contractual Agreements.....	10
8.	Contract Awards.....	11
9.	Protest Deadline.....	11
C.	GENERAL REQUIREMENTS.....	11
1.	Acceptance of Conditions Governing the Procurement.....	11
2.	Incurring Cost.....	11
3.	Prime Contractor Responsibility.....	11
4.	Subcontractors/Consent.....	11
5.	Amended Proposals.....	12
6.	Offeror's Rights to Withdraw Proposal.....	12
7.	Proposal Offer Firm.....	12
8.	Disclosure of Proposal Contents.....	12
9.	No Obligation.....	12
10.	Termination.....	13
11.	Sufficient Appropriation.....	13
12.	Legal Review.....	13
13.	Governing Law.....	13
14.	Basis for Proposal.....	13
15.	Contract Terms and Conditions.....	13
16.	Offeror's Terms and Conditions.....	14
17.	Contract Deviations.....	14
18.	Offeror Qualifications.....	14
19.	Right to Waive Minor Irregularities.....	14
20.	Change in Contractor Representatives.....	14
21.	Notice of Penalties.....	14
22.	County Rights.....	14
23.	Right to Publish.....	15
24.	Ownership of Proposals.....	15
25.	Confidentiality.....	15
26.	Electronic mail address required.....	15
27.	Use of Electronic Versions of this RFP.....	15
28.	Campaign Contribution Disclosure Form.....	15
29.	Letter of Transmittal.....	15
30.	Disclosure Regarding Responsibility.....	16
31.	New Mexico/Native American Resident Preferences.....	17

III.	RESPONSE FORMAT AND ORGANIZATION	18
A.	NUMBER OF RESPONSES	18
B.	NUMBER OF COPIES.....	18
C.	PROPOSAL FORMAT	19
IV.	SPECIFICATIONS.....	21
A.	INFORMATION	21
B.	MANDATORY REQUIREMENTS	21
C.	DESIRABLE SPECIFICATIONS.....	22
V.	EVALUATION	23
A.	EVALUATION POINT SUMMARY	23
B.	EVALUATION FACTORS: MANDATORY REQUIREMENTS.....	23
1.	Campaign Contribution Disclosure Form.....	23
2.	Letter of Transmittal Form	23
3.	Conflict of Interest Affidavit	23
4.	Capability and Agreement to Perform – Statement of Concurrence.....	23
5.	Debarment Certification	23
6.	Federal Clauses.....	23
7.	Technical Competence and Specialized Experience (200 Points)	24
8.	Quality Assurance and Completeness of Proposal (200 Points).....	24
9.	Cost Response Form (300 Points)	24
C.	EVALUATION FACTORS: DESIREABLE REQUIREMENTS	24
1.	Experience with Government Processes (200 Points)	24
2.	Organizational References (150 Points)	24
D.	EVALUATION PROCESS	25
	APPENDIX A	26
	ACKNOWLEDGEMENT OF RECEIPT FORM	
	APPENDIX B.....	27
	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	
	APPENDIX C.....	30
	DRAFT CONTRACT	
	APPENDIX D	43
	COST RESPONSE FORM	
	APPENDIX E	44
	LETTER OF TRANSMITTAL FORM	
	APPENDIX F	45
	CONFLICT OF INTEREST STATEMENT	
	APPENDIX G	46
	DEBARMENT CERTIFICATION	
	APPENDIX H.....	47
	FEDERAL CLAUSES	
	APPENDIX I	53
	ORGANIZATIONAL REFERENCE QUESTIONNAIRE	

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to upgrade and program a total of fifty (50) handheld portable radios. Thirty-seven (37) Harris XL-200 and thirteen (13) Kenwood VP8000 radios to be compatible with the State DTRS System. This will include 7/800 MHz, P25 Phase II Trunking, and P25 Link Layer Authentication, with possible channel encryption. Purchase, install, and program up to eighty-seven (87) mobile radios, twenty-five (25) handheld radios, and six (6) base stations to be compatible with the State 700 DTRS Radio System, to include: 7/800 MHz, P25 Phase II Trunking, P25 Link Layer Authentication. Radios must be a brand/model that has previously been certified through New Mexico Department of Information Technology.

This project will comply with New Mexico Department of Information Technology and State Homeland Security Grant Program Guidelines.

B. BACKGROUND INFORMATION

To allow for interoperability with mutual aid partners at the local, state, and federal level; to increase first responder safety, due to the multiple “dead spots” for radio communications in the County; to improve election security, by improving communication between law enforcement and Torrance County Dispatch Center.

C. SCOPE OF PROCUREMENT

Due to limited resources and capabilities, Torrance County will utilize a contractor for the upgrade. The contractor will be responsible to the Torrance County Emergency Manager, Samantha O’Dell, throughout the upgrade process and will maintain management of the project until completion. The contractor will be responsible for providing documentation for grant management, to include quarterly progress reports, reimbursements for contractual fees, and milestones achieved in the project.

This RFP will be a single award.

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

D. CHIEF PROCUREMENT OFFICER

Torrance County 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
Address:	205 S. Ninth St. / PO Box 48, Estancia, NM 87016
Telephone:	505-544-7420
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 and/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 Chief Procurement Officer will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

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

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

Name: Kristin Saavedra

Reference RFP Name: RFP #TC FY25-26-006 Torrance County Various Departments Mobile/Portable Radio Upgrade

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

F. 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/Procurement Officer”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
5. **“Close of Business”** means weekdays (Monday – Thursday) 5:30 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. **“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.
10. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. **“Electronic Version/Copy”** means a digital form consisting of text, images, or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
13. **“Evaluation Committee Report”** means a report prepared by the 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 the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.
24. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
25. **"Purchasing"** means the County of Torrance Purchasing Office or the Torrance County Purchasing Officer.
26. **"Purchase Order" or "PO"** means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.
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.

G. 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:

- **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//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojlzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

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

Action	Responsible Party	Due Dates
1. Issue RFP	Torrance County	November 24, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	December 04, 2025
3. Deadline to submit Written Questions	Potential Offerors	December 08, 2025
4. Response to Written Questions	Procurement Officer	December 11, 2025
5. Submission of Proposal	Potential Offerors	December 29, 2025 by 2:00 pm
6.* Proposal Evaluation	Evaluation Committee	January 06, 2026
7.* Finalize Contractual Agreements	County/Finalist Offerors	January 06, 2026
8.* Contract Awards	County/ Finalist Offerors	January 21, 2026 9:00 am
9.* Protest Deadline	Torrance County	February 06, 2026

*Dates indicated in Events 6 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

**Contract award is subject to approval of the Board of County Commissioners 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 Torrance County, Torrance County BCC, and the Torrance County Purchasing Division on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential offerors should hand-deliver or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business **on the date indicated in the Sequence of Events at Section II.A.** The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 3:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the 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 (s) 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 (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 PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I. D. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals TC FY25-26-006.**

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 Torrance County signatures on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement 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. 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.

8. Contract Awards

Upon receipt of the signed contractual agreement, the County Procurement Officer will submit a recommendation for award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and County approval.

9. Protest Deadline

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

Protest Manager: Misty Witt / Deputy County Manager/Finance Director

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

Protests will not be accepted by facsimile or other electronic means. 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 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 ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if 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 use of any Offeror's services until a valid written contract is awarded, approved by appropriate authorities, and fully executed by the County and Offeror.

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 Torrance 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 Offeror's concerns must be promptly submitted in writing to the attention of the 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 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 contracting 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 Torrance. If the RFP is cancelled, all responses received shall be destroyed by the County or 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 whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

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 differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organization's 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 finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making 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 State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

31. New Mexico/Native American Resident Preferences

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one original 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 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, three (3) 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, three (3) 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 electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted CD/USB**, one (1) **redacted CD/USB**). **The electronic version can NOT be emailed.**

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

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

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

1. Proposal Content and Organization

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. 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.**

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

1. Table of Contents
2. Campaign Contribution Disclosure Form
3. Letter of Transmittal Form
4. Conflict of Interest Affidavit
5. Capability and Agreement to Perform – Statement of Concurrence
6. Debarment Certification
7. Federal Clauses
8. Response to Contract Terms and Conditions (from Section II.C.15)
9. Offeror's Additional Terms and Conditions (from Section II.C.16)
10. Response to Mandatory and Desirable Specifications (except Cost information which shall be included **ONLY** in Cost Proposal)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

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IV. SPECIFICATIONS

A. INFORMATION

1. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.5, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.3, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Campaign Contribution Disclosure Form

Offeror must complete and sign the Campaign Contribution Disclosure Form, found in Appendix B, – whether any applicable contribution has been made or not. This form must be submitted with your proposal, whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Torrance are Commissioner Ryan Schwebach, Commissioner Kevin McCall, Commissioner Linda Jaramillo, Assessor Jesse Lucero, Clerk Sylvia Chavez, Probate Judge Josie Chavez-Eaton, Sherrif David Frazee, Treasurer Kathryn Hernandez.

2. Letter of Transmittal Form

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

3. Conflict of Interest Affidavit

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

4. Capability and Agreement to Perform

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

5. Debarment Certification

Offerors must include signed and completed Debarment Certification Form (see Appendix G) with RFP documents. The Offeror certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or

voluntarily excluded from participation in this transaction by any Federal department or agency.

6. Federal Clauses

Offeror must complete and submit the “Federal Clauses”, found at Appendix H, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the party.

7. Technical Competence and Specialized Experience

- a. Provide information about your organization’s specific technical experience with providing services comparable to the Scope of Work required in this RFP.
- b. Include years of experience providing these services for similar government or private entities of comparable size and complexity.
- c. Indicate the relevance of previous service contracts to the scope of work, including any specialized experience, specific knowledge, skills and ability to provide the services described in the Scope of Work.
- d. Include appropriate professional certifications and business licenses.

8. Cost Response Form

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.

C. DESIRABLE SPECIFICATIONS

1. Experience with Government Processes and Procurement:

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

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 large local government clients within the last three (3) years.

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

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
5. Staff assigned to reference engagement that will be designated for work per this RFP; and
6. Client project manager’s name, telephone number, fax number, and e-mail address.

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.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Mandatory Requirements (700 Total Points)	
B.1. Campaign Contribution Disclosure Form	Pass/Fail
B.2. Letter of Transmittal Form	Pass/Fail
B.3. Conflict of Interest	Pass/Fail
B.4. Capability and Agreement to Perform	Pass/Fail
B.5. Debarment Certification	Pass/Fail
B.6. Federal Clauses	Pass/Fail
B.7. Technical Competence and Specialized Experience	200
B.8. Quality Assurance and Completeness of Proposal	200
B.9. Cost Response Form	300
C. Desirable Specifications (350 Total Points)	
C.1. Experience with Government Processes	200
C.2. Organizational References	150
TOTAL POINTS AVAILABLE	1,050

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Campaign Contribution Disclosure Form

Pass/Fail only.

2. Letter of Transmittal Form

Pass/Fail only.

3. Conflict of Interest Affidavit

Pass/Fail only.

4. Capability and Agreement to Perform – Statement of Concurrence

Pass/Fail only.

5. Debarment Certification

Pass/Fail only.

6. Federal Clauses

Pass/Fail only.

7. Technical Competence and Specialized Experience (200 Points)

- a. Provide information about your organization's specific technical experience with providing services comparable to the Scope of Work required in this RFP.
- b. Include years of experience providing these services for similar government or private entities of comparable size and complexity.
- c. Indicate the relevance of previous service contracts to the scope of work, including any specialized experience, specific knowledge, skills and ability to provide the services described in the Scope of Work.
- d. Include appropriate professional certifications and business licenses.

8. Quality Assurance and Completeness of Proposal (200 Points)

- a. Explain your firm's quality assurance program in developing and writing plans for other governmental agencies or for the private sector.
- b. Demonstrate organizational quality and completeness throughout the proposal.

9. Cost Response Form (300 Points)

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

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

C. EVALUATION FACTORS: DESIREABLE REQUIREMENTS

1. Experience with Government Processes (200 Points)

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

2. Organizational References (150 Points)

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

D. EVALUATION PROCESS

1. Initial Review:

All Offeror proposals will be reviewed by the Chief Procurement Officer for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration and will be returned to the proposer with a letter explaining the reasons for rejection.

2. Clarifications:

The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II.B.7.

3. Other Information Sources:

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

4. Scoring and Contract Award Recommendation:

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 County, 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.

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APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

PROFESSIONAL SERVICES FOR TORRANCE COUNTY

RFP TC FY25-26-006

TORRANCE COUNTY VARIOUS DEPARTMENTS MOBILE/PORTABLE RADIO UPGRADE

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: RFP #TC FY25-26-006 Torrance County Various Departments Mobile/Portable Radio Upgrade

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 Ryan Schwebach, Commissioner Kevin McCall, Commissioner Linda Jaramillo, Assessor Jesse Lucero, Clerk Sylvia Chavez, 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

TORRANCE COUNTY VARIOUS DEPARTMENTS
MOBILE/PORTABLE RADIO UPGRADE

RFP #TC FY25-26-006

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 of Torrance is the government entity in Torrance County receiving and administering funds from State Homeland Security Grant Program 24-26, Legislative Appropriations, and Title III Funding.

WHEREAS, Contractor is qualified to provide such services; and

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

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

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

1. **Term**

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall be from January 21, 2025 through September 30, 2026. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

2. **Statement of Work**

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to upgrade and program a total of fifty (50) handheld portable radios. Thirty-seven (37) Harris XL-200 and thirteen (13) Kenwood VP8000 radios to be compatible with the State DTRS System. This will include 7/800 MHz, P25 Phase II Trunking, and P25 Link Layer Authentication, with possible channel encryption. Purchase, install, and program up to eighty-seven (87) mobile radios, twenty-five (25) handheld radios, and six (6) base stations to be compatible with the State 700 DTRS Radio System, to include: 7/800 MHz, P25 Phase II Trunking, P25 Link Layer Authentication. Radios must be a brand/model that has previously been certified through New Mexico Department of Information Technology.

3. **Limitation of Cost and Compensation**

- A. The total amount payable to the Contractor under this agreement must **not** exceed \$50,000.00 (Fifty Thousand Dollars and zero cents) for the Harris XL200 radio upgrade for the Sheriff Department, \$90,300.00 (Ninety Thousand, three hundred, and zero cents) for the purchase of new Sheriff Department mobile radios, and \$569,971.00 (Five Hundred Sixty Nine Thousand, Nine Hundred Seventy One, and Zero cents) for new handheld and mobile radios and base stations, bringing the total amount to \$710,271.00 (Seven Hundred Ten Thousand, Two Hundred Seventy One, and Zero Cents), as listed in the Scope of Work in Attachment 1, exclusive of NMGRT.
- B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the "**Statement of Work- Attachment 1.**" The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. 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 fifteen (15) business days prior to the end of the fiscal year (June 30). Invoices received after such date **WILL NOT BE PAID.**
- C. Contractor must submit a detailed statement of accounting for all services performed incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance. In the event the County fails to make a tender payment within 30 days of the written certification accepting the items or services, the County will pay late payment charges of one and 1.5%

per month, until the amount due is paid in full.

- D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- E. Payment under this Agreement will not foreclose the right of the County to recover excessive or illegal payment.

5. Status of Contractor

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

6. 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.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. Any attempted assignment or transfer without the County's advance written approval will be void.

8. Subcontracting

The Contractor must not subcontract or delegate any portion of the services to be performed under this Agreement. Any attempted subcontracting or delegating without the County's advanced written approval will be void.

9. Release

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

10. Personnel

- A. All services must be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) must not be employees of or have any contractual relationships with the County and (ii) must be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such services.

11. Confidentiality

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

12. Product of Service – Copyright

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

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the

term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
 2. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
 3. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
 4. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 5. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

14. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. Any alterations, changes, or amendments made to this agreement without the written acceptance of the County will not be considered valid and will be cause for immediate termination.

15. Merger

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

16. Penalties for violation of law

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

17. Equal Opportunity Compliance

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

18. Applicable Law

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

19. Workers' Compensation

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

20. Records and Financial Audit

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

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

21. Disclaimer and Hold Harmless

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

22. Indemnification

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

23. Invalid Term or Condition

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

24. Enforcement of Agreement

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

25. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Lobbying

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

27. Approval of Contractor Personnel

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

28. Survival

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

29. Succession

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

30. Force Majeure

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation

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

Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed

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

33. Attorney's Fees

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

34. Cooperation

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

35. Incorporation and Order of Precedence

Request for Proposals No. TC FY25-26-006 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Any contract amendment(s), in reverse chronological order; then
- B. this contract itself; then
- C. the Request for Proposals; then
- D. the contractor's proposal; then
- E. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

36. Patent, Copyright, Trademark, and Trade Secret Indemnification

- A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:
 - i. give the contractor prompt written notice of any claim;
 - ii. allow the contractor to control the defense or settlement of the claim; and
 - iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
 - i. provide a procuring agency of the County the right to continue using the product or service;

- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

37. 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 with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

38. Contractor's Payment of Property Taxes

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

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

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

40. Notices

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

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

And

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

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective
_____, 2026.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Torrance County Manager

Printed Name: J. Jordan Barela
Address: 205 S. Ninth Street, Estancia, NM 87016

By: _____ Date: _____
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA
Address: 205 S. Ninth Street/PO Box 48, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2026

Ryan Schwebach
Chairman, District II

Kevin McCall
Vice Chair, District I

Linda Jaramillo
Member, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

Attest:

Sylvia Chavez
Torrance County Clerk

Attachment 1 – Detailed Scope of Work**Torrance County**

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to upgrade and program a total of fifty (50) handheld portable radios. Thirty-seven (37) Harris XL-200 and thirteen (13) Kenwood VP8000 radios to be compatible with the State DTRS System. This will include 7/800 MHz, P25 Phase II Trunking, and P25 Link Layer Authentication, with possible channel encryption. Purchase, install, and program up to eighty-seven (87) mobile radios, twenty-five (25) handheld radios, and six (6) base stations to be compatible with the State 700 DTRS Radio System, to include: 7/800 MHz, P25 Phase II Trunking, P25 Link Layer Authentication. Radios must be a brand/model that has previously been certified through New Mexico Department of Information Technology. Radios must be a brand/model that has previously been certified through New Mexico Department of Information Technology.

Department	Handheld - New	Handheld - Upgrade	Mobile	Base Station
TCSO		20	48	
EM	4	1	5	2
Animal Control	1	4		
P & Z			4	
Fire	20	25	30	4
Total	25	50	87	6

APPENDIX D

COST RESPONSE FORM

(APPENDIX D IS TO BE SUBMITTED WITH THE ORIGINAL PROPOSAL IN A
SEPARATE FILE NAMED COST PROPOSAL)

Vendor Name: _____ Address: _____

Phone: _____ Email: _____

Offeror shall propose its cost for each of the tasks listed in the scope of work utilizing this cost sheet to total the firm, fixed price. The proposed firm, fixed price must include travel, per-dem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum firm, fixed price. They shall be shown separately on the invoice.

Funding	
SHSGP 24-26	\$50,000 Sheriff Mobile Upgrades
	\$90,300 Sheriff New Radios
Legislative Appropriations	\$350,000
Title III	\$219,971
Total	\$710,271

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: Torrance County Various Departments Mobile/Portable Radio Upgrade RFP #TC FY25-26-006

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

3. Will any other entity/-ies (such as a State Agency, reseller, etc.,) 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 STATEMENT

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 _____, 2025.

NOTARY PUBLIC

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

My Commission Expires

APPENDIX G

DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify the above, the prospective contractor shall attach an explanation to this form.

CONTRACTOR

Date

By: _____
Signature

Recipient's Name

Name and Title

Contract Number

Street Address

FEMA Project Number

City, State, Zip

APPENDIX H

FEDERAL CLAUSES

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at **2 C.F.R. §§ 200.317 – 200.327**. This guidance from the Roadmap to Procurement Compliance, Procurement Disaster Assistance Team (PDAT) August 2023 and is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.

Code of Federal Regulations, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Remedies Clause

For contracts more than the federal simplified acquisition threshold (SAT set at \$250,000 for procurements made on or after June 20, 2018), the contractor will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate in all contracts even when not required into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Termination for Cause and Convenience Clause

If procurements exceed \$10,000, the contractor will include provisions for termination for cause and for convenience in all contracts even when not required into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Equal Employment Opportunity Clause

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Davis-Bacon Act Clause

If applicable, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Copeland Anti-Kickback Act Clause

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Rights to Inventions Made Under a Contract or Agreement Clause

If applicable per the standard described above, the NFE must include the provisions at t 37 C.F.R. § 401.2(a) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Contract Work Hours and Safety Standards Act Clause

“Compliance with the Contract Work Hours and Safety Standards Act.

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

“Further Compliance with the Contract Work Hours and Safety Standards Act.”

- 1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security

number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- 2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

Clean Air Act Clause

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to Torrance County and understands and agrees that Torrance County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act Clause

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

Suspension and Debarment Clause

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the federal government may pursue available remedies,

including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Byrd Anti-Lobbying Amendment

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

Recovered Materials Clause

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Domestic Preference Clause

If applicable per the standard described above, the NFE must include the provisions at 2 C.F.R. § 200.322 in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Please acknowledge compliance with the applicable federal clauses that apply to this solicitation:

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

APPENDIX I

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

Torrance County, 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 Attachment 1, 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. 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 the date and time indicated in the Sequence of Events at Section II.A 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 FY25-26-006
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 Torrance County, Purchasing Department via e-mail at:

Name: Kristin Saavedra
Email: ksaavedra@tcnm.us

Forms must be submitted no later than December 16, 2025 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 State 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 Torrance County **Chief Procurement Officer** at 505-544-4720, ksaavedra@tcnm.us. When contacting the Procurement Officer, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: