

**TORRANCE COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

**Teen Court Coordinator/
Prevention Specialist**



RFP TC-FY21-02

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

April 23, 2021

Table of Contents

I. INTRODUCTION	5
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	5
B. SUMMARY SCOPE OF WORK.....	5
C. SCOPE OF PROCUREMENT	5
D. PROCUREMENT OFFICER.....	5
E. DEFINITION OF TERMINOLOGY	6
F. RESIDENT/VETERAN BUSINESS PREFERENCE	8
G. PROCUREMENT LIBRARY	Error! Bookmark not defined.
II. CONDITIONS GOVERNING THE PROCUREMENT	9
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	9
1. <i>Issue RFP</i>	9
2. <i>Return of “Acknowledgment of Receipt” Form for Distribution List</i>	9
3. <i>Deadline to submit additional written questions</i>	10
4. <i>Response to written questions/RFP Amendments</i>	10
5. <i>Submission of Proposal</i>	10
6. <i>Proposal Evaluation</i>	12
7. <i>Interview of Finalists</i>	11
8. <i>Contract Award</i>	11
9. <i>Protest Deadline</i>	11
C. GENERAL REQUIREMENTS	12
1. <i>Acceptance of Conditions Governing the Procurement</i>	12
2. <i>Incurring Cost</i>	12
3. <i>Prime Contractor Responsibility</i>	12
4. <i>Subcontractors</i>	12
5. <i>Amended Proposals</i>	13
6. <i>Offeror’s Rights to Withdraw Proposal</i>	13
7. <i>Proposal Offer Firm</i>	13
8. <i>Disclosure of Proposal Contents</i>	13
9. <i>No Obligation</i>	14
10. <i>Termination</i>	14
11. <i>Sufficient Appropriation</i>	14
12. <i>Legal Review</i>	14
13. <i>Governing Law</i>	14
14. <i>Basis for Proposal</i>	14
15. <i>Contract Terms and Conditions</i>	14
16. <i>Offeror’s Terms and Conditions</i>	15
17. <i>Contract Deviations</i>	15
18. <i>Offeror Qualifications</i>	15
19. <i>Right to Waive Minor Irregularities</i>	15
20. <i>Change in Contractor Representatives</i>	15
21. <i>Notice</i>	16
22. <i>County Rights</i>	16
23. <i>Ownership of Proposals</i>	16
24. <i>Ambiguity, Inconsistency or Errors in RFP</i>	16
25. <i>Competition</i>	16
26. <i>Use by Other Government Entities</i>	16
27. <i>Confidentiality</i>	16

28. <i>Electronic Mail Address Required</i>	17
29. <i>Use of Electronic Versions of this RFP</i>	17
III. RESPONSE FORMAT AND ORGANIZATION	18
A. NUMBER OF RESPONSES	18
B. NUMBER OF COPIES	18
C. PROPOSAL FORMAT	18
1. <i>Proposal Organization</i>	18
2. <i>Letter of Transmittal Form</i>	19
3. <i>Other Supporting Materials</i>	19
IV. SPECIFICATIONS	20
A. INFORMATION	20
1. <i>In-State Resident or Veteran Preference</i>	20
2. <i>Response to Requirements</i>	20
B. MANDATORY REQUIREMENTS	20
1. <i>Letter of Transmittal Form (0 Points)</i>	20
2. <i>Capability and Agreement to Perform (0 Points)</i>	20
3. <i>Campaign Contribution Disclosure Form (0 Points)</i>	20
4. <i>Conflict of Interest Affidavit (0 Points)</i>	21
5. <i>Tax Obligations (0 Points)</i>	21
6. <i>Accessibility (100 Points)</i>	21
7. <i>Cost Response Form (25 Points)</i>	221
8. <i>Resume (100 Points)</i>	22
9. <i>Professional Writing Samples (100 Points)</i>	22
C. DESIRABLE REQUIREMENTS.....	22
1. <i>Specific Experience (450 Total Points)</i>	22
2. <i>References (100 Points)</i>	23
3. <i>Panel Interview (125 Points)</i>	23
V. EVALUATION	24
A. EVALUATION POINT SUMMARY	24
B. EVALUATION FACTORS: MANDATORY REQUIREMENTS	25
1. <i>Letter of Transmittal Form (0 Points)</i>	25
2. <i>Capability and Agreement to Perform (0 Points)</i>	25
3. <i>Campaign Contribution Disclosure Form (0 Points)</i>	25
4. <i>Conflict of Interest Affidavit (0 Points)</i>	25
5. <i>Tax Obligations (0 Points)</i>	25
6. <i>Accessibility (100 Points)</i>	25
7. <i>Cost Response Form (25 Points)</i>	25
8. <i>Resume (100 Points)</i>	25
9. <i>Professional Writing Sample (100 Points)</i>	26
C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS	26
1. <i>Specific Experience (450 Total Points)</i>	26
2. <i>References (100 Points)</i>	27
3. <i>Panel Interview (125 Points)</i>	27
D. EVALUATION PROCESS	28
APPENDIX A	29
ACKNOWLEDGEMENT OF RECEIPT FORM	29
APPENDIX B	30
PROFESSIONAL SERVICES CONTRACT	31
Scope of Work	41

APPENDIX C444
 COST RESPONSE FORM444
APPENDIX D45
 LETTER OF TRANSMITTAL FORM.....45
APPENDIX E47
 CONFLICT OF INTEREST FORM47
APPENDIX F48
 CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....48

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to serve as the Teen Court Coordinator/Prevention Specialist, hereinafter referred to as “Coordinator/Preventionist” for Torrance County’s DWI Prevention Program.

B. SUMMARY SCOPE OF WORK

The scope of work consists of services provided by the Coordinator/Preventionist who will work to coordinate and support the DWI Prevention Program. The Coordinator/Preventionist ensures compliance with contractual requirements with the County of Torrance, herein after referred to as “County.” The Coordinator/Preventionist will complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Coordinator/Preventionist will work with the DWI Coordinator to provide substance abuse prevention in the community and will be responsible for all aspects of the Teen Court Program. The full Scope of Work is included as part of the Professional Services Contract (see Appendix B).

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of providing services as the Coordinator/Preventionist to support the County to provide services to at-risk youth and increase community awareness of the dangers of underage drinking, substance misuse/abuse, and DWI. The duration of the contract resulting from this RFP shall be from the date of award through June 30, 2022. The contract will automatically renew on an annual basis, 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.

D. PROCUREMENT OFFICER

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

Noah J. Sedillo
Torrance County Purchasing

<p><u>Delivery Address (Including proposal delivery):</u> 205 S Ninth Street // Estancia, NM 87016</p>	<p><u>Mailing Address:</u> P.O. Box 48 // Estancia, NM 87016</p>
--	--

Phone: (505) 544-4730
Fax: (505) 384-5294
E-mail: njsedillo@tcnm.us

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

E. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal that they agree with and agree to the stated requirement(s). Possible

examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

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

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Resident Veterans Preference

Effective July 1, 2012, but not after June 30, 2022, certain preferences are available to New Mexico veteran-owned businesses. Please see Section V.D.4 for more information and especially note Appendix F.

G. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

<https://laws.nmone.com/w/nmos/Chapter-13-NMSA-1978#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojIzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

- Torrance County Procurement Policy

<http://www.torrancecountynm.org/uploads/Downloads/Finance%20Department/2019-38%20Purchasing%20Policy.pdf>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	DATE
1. Issue RFP	Friday, 4/23/2021
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Thursday, 5/6/2021 5:00 pm MDT
3. Deadline to Submit Additional Questions	Tuesday, 5/11/2021 5:00 pm MDT
4. Response to Written Questions/ RFP Amendments	Thursday, 5/13/2021 5:00 pm MDT
5. Submission of Proposal	Thursday, 5/27/2021 2:00 pm MDT
6. Proposal Evaluation	Tuesday, 6/1/2021
7. Interview of Finalist(s)	Tuesday, 6/8/2021
8. Contract Award*	Wednesday, 6/23/2021
9. Protest Deadline	Thursday, 7/8/2021

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

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

2. Return of "Acknowledgment of Receipt" Form for Distribution List

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

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

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

3. Deadline to submit additional written questions

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

4. Response to written questions/RFP Amendments

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

5. Submission of Proposal

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

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Teen Court Coordinator/Prevention Specialist," should reference "RFP TC-FY21-02" and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

6. Proposal Evaluation

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

7. Interview of Finalists

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

8. Contract Award

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

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

9. Protest Deadline

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

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

Torrance County Purchasing
Attn. Noah J. Sedillo
205 S Ninth Street
PO Box 48
Estancia, New Mexico 87016

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

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (131-28 NMSA 1978) and Torrance County Procurement Policy (Resolution 2019-38).

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

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

22. County Rights

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

23. Ownership of Proposals

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

24. Ambiguity, Inconsistency or Errors in RFP

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

25. Competition

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

26. Use by Other Government Entities

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

27. Confidentiality

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

28. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

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

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

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

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

2. Letter of Transmittal Form

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

3. Other Supporting Materials

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

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

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

2. Response to Requirements

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

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

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

2. Capability and Agreement to Perform (0 Points)

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

3. Campaign Contribution Disclosure Form (0 Points)

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

BCC Chairmen Ryan Schwebach; Commissioners Kevin McCall and LeRoy Candelaria; Assessor Jesse Lucero; Clerk Yvonne Otero; Probate Judge Josie Chavez; Sheriff Martin Rivera; and Treasurer Tracy Sedillo.)

4. Conflict of Interest Affidavit (0 Points)

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

5. Tax Obligations (0 Points)

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

6. Accessibility (100 Points)

If awarded the contract, Contractor must be available to respond to County queries Monday – Thursday from 8 am to 5 pm, but not limited to. Contractor must be able to travel to and throughout Tarrant County and New Mexico to meet with County personnel, complete public outreach, network with peers with the New Mexico Teen Court Association (NMTCA), conduct and attend meetings and trainings, within and outside normal business hours to deliver a high-level of accessibility to stakeholders. Contractor must commit to presentations during regularly scheduled BCC meetings if required. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

7. Cost Response Form (25 Points)

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed contract cost for accomplishing the scope 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.

8. Resume (100 Points)

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

9. Professional Writing Sample (100 Points)

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

C. DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Project Management (75 Points)

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

b. Experience with Public Presentation (75 Points)

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

c. Experience with Documentation (75 Points)

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

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

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

e. Experience with Community Outreach (75 Points)

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

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

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

2. References (100 Points)

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

3. Panel Interview (125 Points)

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

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

*Pass/Fail only.

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

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

4. Conflict of Interest Affidavit (0 Points)

Pass/Fail only.

5. Tax Obligations (0 Points)

Pass/Fail only.

6. Accessibility (100 Points)

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

7. Cost Response Form (25 Points)

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

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

A schedule of fees can also be submitted as a supplement to the Cost Response Form; however, it does not replace or fulfill the Cost Response Form requirement.

8. Resume (100 Points)

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

9. Professional Writing Sample (100 Points)

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

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Project Management (75 Points)

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

b. Experience with Public Presentation (75 Points)

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

c. Experience with Documentation (75 Points)

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

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

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular

attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

e. Experience with Community Outreach (75 Points)

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

f. Experience with Government Processes (75 Points)

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

2. References (100 Points)

Points will be awarded based on the similarity of the Offeror's dealings indicated to the requirements of the 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.

3. Panel Interview (125 Points)

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

D. EVALUATION PROCESS

1. Initial Review

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

2. Clarifications

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

3. Other Information Sources

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

4. Resident Business/Contractor Preference

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

5. Scoring and Contract Award Recommendation

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

PROFESSIONAL SERVICES FOR TORRANCE COUNTY

RFP TC-FY21-02

Teen Court Coordinator/Prevention Specialist

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Officer no later than May 6, 2021.

*The firm listed below **does** intend to respond to this Request for Proposals.*

OFFEROR: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO. _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Noah J. Sedillo
Torrance County Purchasing
205 S Ninth Street
PO Box 48
Estancia, NM 87016
Phone: (505) 544-4730
Fax: (505) 384-5294
E-mail: njsedillo@tcnm.us

APPENDIX B

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY21-02

Teen Court Coordinator/Prevention Specialist



TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

TEEN COURT COORDINATOR/PREVENTION SPECIALIST

RFP TC-FY21-02

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

WHEREAS, the County is in need of professional services to conduct the coordination and administration of its Teen Court program and Prevention Specialist services related to drug and alcohol prevention in underage individuals; and

WHEREAS, Contractor is qualified to provide such services; and

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

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

1. SCOPE OF SERVICES.

Contractor shall perform all services as requested by the County, including, but not limited to, the following services (hereinafter the “**Services**”) in a satisfactory and proper manner as determined by the County:

- a. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program;

- b. Network with other such programs in New Mexico and maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings;
- c. Recruit and train adults to serve as guest judges and youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardians to schedule initial interview; attend all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to cases; coordinate and supervise all trials, which may be conducted outside of traditional work hours (evenings and weekends);
- d. Become an active participant of the Estancia Valley Youth and Family Council (formerly known as the Tri-County Juvenile Justice Board), attending a minimum of six meetings per year.
- e. Become an active participant of the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Core Team, attending a minimum of six meetings per year.
- f. Network with and maintain open communication with potential referral agencies, including but not limited to Juvenile Parole and Probation, Estancia Valley Youth and Family Council, law enforcement agencies, courts, and school administrators, and seek input from agencies toward improvement of the program;
- g. Publicly promote the Torrance County Teen Court Program and disseminate a variety of prevention information, prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout the year, including the Annual Torrance County Suicide Awareness/Prevention 5k Walk/Run, the Torrance County Health Fair, and other community events as they become advertised.
- h. Provide targeted drug and alcohol prevention to youth who are referred to Teen Court for substance-related offenses. This prevention may be in the form of evidence-based curricula, general prevention education, or speakers;
- i. Submit required reports to the Torrance County DWI Program Coordinator by quarterly deadlines and provide oral reports to the Torrance County DWI Planning Council, and other agencies as requested;
- j. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness of such efforts as they pertain to teen court youth. This will be conducted by the development and use of pre- and post-tests.
- k. Oversee and direct the administering of drug and alcohol tests of teen court clients who are sentenced to same for alcohol- and/or drug-related offenses. Positive drug test results will be reported to the Torrance County DWI Prevention Program Coordinator, referring agency and parent(s).
- l. Provide a minimum of three Alive@25 driver improvement classes.

2. TERM.

Services of Contractor shall commence on July 1, 2021 and shall be undertaken and completed in such sequences as to assure their expeditious completion considering the purposes of this Agreement, provided; however, that the initial term hereof ends on June 30, 2022. The contract will automatically renew on an annual basis, 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.

3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis the sum of \$_____/hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing services provided and will be compensated at the rate of \$_____/hour, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$_____.

Such amount shall be payable monthly upon the submission and approval of an invoice for Teen Court Coordinator/Prevention Specialist Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

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

THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2022. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

4. TERMINATION.

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

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

5. AUDIT ACCESS TO RECORDS.

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

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

6. RELEASE ON FINAL PAYMENT.

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

7. CONFIDENTIALITY.

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

8. PRODUCT OF SERVICE.

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

9. CONFLICT OF INTEREST.

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

10. AMENDMENT.

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

11. MERGER.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such

agreements, covenants and understandings have been merged into this written Agreement. No prior agreement or understanding, verbally or otherwise, of the parties or of their agents shall be valid or enforceable unless embodied in this Agreement.

12. WAIVER.

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

13. APPROPRIATIONS.

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

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

14. EQUAL OPPORTUNITY COMPLIANCE.

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

15. NOTICE.

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

16. INDEMNITY.

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

17. INDEPENDENT CONTRACTOR.

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

18. COVENANT AGAINST CONTINGENCY FEES.

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

19. THIRD PARTIES.

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

20. LIABILITY AND INSURANCE.

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

21. GOVERNING LAWS.

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

22. NON-ASSIGNABILITY.

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

23. SEVERABILITY.

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

24. ENTIRE AGREEMENT.

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

25. WAIVER OF BREACH.

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

26. COOPERATION AND DISPUTE RESOLUTION.

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

27. BINDING EFFECT.

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

28. NOTICES.

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

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

and

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

29. APPROVAL REQUIRED.

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

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2020.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

By: _____ Date: _____
Torrance County Purchasing Agent

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 23rd day of June, 2021.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

LeRoy Candelaria
Commissioner, District III

Attest:

Yvonne Otero
Torrance County Clerk

Attachment 1 – Statement of Work

Torrance County

Teen Court Coordinator/Prevention Specialist

The County desires to enter into a contractual relationship with a Teen Court Coordinator/Prevention Specialist to provide services including but not limited to the following:

1. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program; and
2. Network with other Teen Court/Peer Court programs in New Mexico; and
3. Maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings. Overnight travel may be required; and
4. Recruit and train adult volunteers to serve as guest judges, as well as youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardian to schedule initial interview; attend and coordinate all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to serve as jurors on cases; coordinate and supervise all hearings, which may be conducted outside of traditional work hours; and
5. Actively participate in the Estancia Valley Youth and Family Council, formerly known as the Tri-County Juvenile Justice Board; and
6. Provide “Alive at 25” classes for those teens whose sentences require driver improvement classes; and
7. Research and utilize sanction options, to include community service, Boys Council and Girls Circle, and other programs implemented by the Estancia Valley Youth and Family Council where appropriate; and
8. Network with local non-profit organizations and government agencies to coordinate community service opportunities for teen court defendants; and
9. When appropriate, supervise defendants in community service projects; and
10. Conduct random drug tests when such tests are included in sanctions for teen court defendants; and
11. Actively participate in the Torrance County DWI Planning Council; and
12. Actively participate in the Partnership for a Healthy Torrance Community, the County’s health council; and

13. Network with potential referral agencies, including, but not limited to: Juvenile Parole and Probation, Estancia Valley Youth and Family Council; courts, law enforcement, and school administrators. Contractor will maintain open communication with all agencies and will seek input toward improvement of the program; and
14. Publicly promote the program by distributing teen court brochures, visiting with potential referral agencies, attending group meetings, participating in community events, and maintaining a social media presence; and
15. Attend trainings on substance abuse prevention; and
16. Provide substance abuse prevention education to teen court participants; and
17. Provide substance abuse prevention education in the community; and
18. Participate in alternative activities in the community; and
19. Where appropriate, conduct pre- and post-testing for evidence-based curriculum delivery; and
20. Obtain credentials of Certified Prevention Intern within two years of the execution of contract; and
21. Work with the Torrance County DWI Prevention Program Coordinator and program evaluator to establish and update a prevention plan; and
22. Maintain database information, including personal, demographic, and tracking information of all teen court defendants; and
23. Maintain a log of all court documentation, including dockets detailing court dates and hearings; and
24. Submit written quarterly reports for the Torrance County DWI Prevention Program Coordinator; and
25. Provide oral reports at the quarterly meetings of the Torrance County DWI Planning Council.

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

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

organizational chart as part of the application. High School Diploma or equivalent and experience in project management, public relations, and two years supervisory/management experience;

1. Demonstrated ability to integrate coalitions; communicate effectively; and develop, organize and implement community and public relations programs and policies;
2. Proof of general and professional liability insurance; and New Mexico CRS and Data Universal Numbering System (DUNS) numbers.
3. Skill in communicating effectively both orally and in writing;
4. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
5. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Be a United States Citizen;
 - c. Have a valid New Mexico driver's license;
 - d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
 - e. Submit to a thorough background investigation;
 - f. No DUI convictions within the last five years; and be willing to complete drug and alcohol testing according to Torrance County policy to fill this safety sensitive position.
 - g. Be proficient with keyboarding, computer systems, and software including Microsoft Excel and Word;
 - h. Abide by the Torrance County Employee Code of Conduct.

PREFERRED QUALIFICATIONS:

1. Demonstrated knowledge of underage substance abuse issues, juvenile justice, and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
2. Demonstrated ability to interact positively with local school systems on all juvenile justice issues; and

DISCLAIMER:

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

APPENDIX C

COST RESPONSE FORM

RFP TC-FY21-02

Teen Court Coordinator/Prevention Specialist

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

OFFEROR NAME: _____

TOTAL PROPOSED ANNUAL COST \$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

RFP TC-FY21-02

Teen Court Coordinator/Prevention Specialist

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

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

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

Name	
Title	
E-mail Address	
Telephone Number	

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

Name	
Title	
E-mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-mail Address	
Telephone Number	

5. Declarations:

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

_____, 2021

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

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

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

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

[] Terms of the Conflict of Interest are inapplicable.

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

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

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

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

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

FURTHER, AFFIANT SAYETH NOT.

NAME

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

NOTARY PUBLIC

Terms of the Conflict of Interest Affidavit are inapplicable.

My Commission Expires:

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)



Torrance County

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

***Ryan Schwebach,**
Chair
District 2*

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

***Kevin McCall**
District 1*

Commissioner, District 1 – Kevin McCall

***LeRoy Candelaria**
District 3*

Commissioner, District 2 – Ryan Schwebach

Commissioner, District 3 – LeRoy Candelaria

***Janice Y. Barela**
County Manager*

Assessor – Jesse Lucero

***Philip Tenorio**
Deputy County
Manager*

Clerk – Yvonne Otero

***John Butrick**
County Attorney*

Probate Judge – Josie Chavez

Sheriff – Marty Rivera

***Tracy Sedillo**
Treasurer*

Treasurer – Tracy Sedillo

***Yvonne Otero**
Clerk*

***Jesse Lucero**
Assessor*

***Martin Rivera**
Sheriff*

***Josie Chavez**
Probate Judge*