

**VALENCIA COUNTY  
STATE OF NEW MEXICO**



**REQUEST FOR PROPOSALS**

**RFP: VCR-FY19-008**

**Reception Assessment Services**

5/1/2019

**PROPOSAL DUE:  
May 24, 2019 12:00pm**

**PROCUREMENT DEPARTMENT  
VALENCIA COUNTY PURCHASING  
444 Luna Ave., Suite 100A  
Los Lunas, NM 87031**

**CONTACT: Rustin Porter  
PROCUREMENT DEPARTMENT  
505-866-2005  
Rustin.porter@co.valencia.nm.us**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia is requesting proposals for Reception Assessment Services

The purpose of this Request For Proposals (RFP) is to select an Offeror(s) to provide Juvenile Inventory For Functioning assessments and case management in programs implemented at Belen High School, Los Lunas High School, Valencia High School. and a fourth site.

### B. SUMMARY SCOPE OF WORK

The scope of work shall consist of Professional Services provided at Belen High School, Los Lunas High School, Valencia High School, and a fourth site to provide a Reception Assessment Center with two primary components, JIFF (Juvenile Inventory For Functioning) and Case Management.

The contract(s) shall begin on August 9, 2018 or as soon as possible thereafter and end on June 30, 2019.

### C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the defined scope of work. There shall be no contract extensions or renewals.

### D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Rustin Porter  
Valencia County  
444 Luna Ave Suite 100  
Los Lunas, NM 87031  
Phone: 505-866-2005  
Fax: 505-866-2424  
Email: [rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

All deliveries via express carrier should be addressed as follows:

Valencia County  
Attn: Rustin Porter, Purchasing Agent  
444 Luna Ave.  
Los Lunas, NM 87031

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. **Offerors may contact ONLY the Procurement Manager regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of the Agency.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"**Agency**" or "**Purchasing Agency**" means the County of Valencia.

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the County of Valencia whose address follows:

Procurement Department  
444 Luna Ave.  
Los Lunas, NM 87031

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

"**Contract Administrator**" means the individual designated by the Agency to administer the contract after it has been executed.

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

"**Determination**" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"**Desirable**" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"**Evaluation Committee**" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

**"Evaluation Committee Report"** means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

**"Finalist"** is defined as 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.

**"Key Personnel"** means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the [project manager, Rustin Porter], and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

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

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

**"Procurement Manager"** means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Professional Services"** means the services of Reception Assessment Services

**"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, 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.

**"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 or delivery requirements.

## F. BACKGROUND INFORMATION

The following is a list of topics that should be addressed in this section of the procurement

document or relevant documents placed in the Procurement Library:

- Agency mission
- Agency goals and objectives
- Agency description
- Physical environmental information
- Location of office(s)
- Description of analysis or preparatory work completed prior to procurement
- Description of any systems, equipment, practices, etc. in place which will affect the contract and/or this procurement

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the following web site:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2fe293f2-53e6-4f47-b851-ad0da806982a>

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- Procurement Regulations
- Other relevant documents

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Date</u>
1.Issue of RFP	May 1, 2019
2.Pre-Proposal Conference	N/A
3.Acknowledgement of Receipt Form	May 3, 2019
4.Deadline to Submit Additional Questions	May 8, 2019
5.Response to Written Questions/RFP Amendments	May 10, 2019
6.Submission of Proposal	May 24, 2019
7. Proposal Evaluation	May 28, 2019
8. Selection of Finalists	May 29, 2019
9. Best and Final Offers from Finalists	N/A
10.Proposal Presentation by Finalists	N/A
11.Finalize Contract	May 31, 2019
12.Contract Award	June 5, 2019
13.Protest Deadline	June 20, 2019

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

This RFP is being issued by the Agency and the Procurement Department.

#### 2. Pre-Proposal Conference

A pre-proposal conference will not be held.

#### 3. Distribution List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals 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 4:00 P. M. on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of 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.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events. All written questions shall be addressed to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile 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. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

6. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MDT TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Reception Assessment Services Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors on May 29, 2019. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers From Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

10. Proposal Presentation by Finalists

N/A for this Request for Proposal.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror between dates indicated in the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, if applicable, and the signed contract; the Chief Procurement Officer will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

The most advantageous proposal may or may not have received the most points.

The award may be subject to additional appropriate governmental approvals, if applicable.

13. Protest Deadline

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer  
Rustin Porter  
444 Luna Ave  
Los Lunas, NM 87031

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the procurement regulations, procurement policies and procedures.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. 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 submitted in 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 Agency. The Agency will

make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' 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 shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

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 receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager 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 non-confidential portion 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 New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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 Chief Procurement 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 continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the County of Valencia or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

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 Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager 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 Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency 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 and/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 Agency's terms and conditions, as contained in this Section or in Appendix B, that Offeror shall propose specific alternative language to the referenced provisions. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

The Agency will consider wording changes to Appendix B, Paragraph 2, Scope of Work, Duties and Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the Agency. The Agency is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency 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 this RFP. (See Section I, Paragraph F)

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 mandatory requirements and/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 Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal. In addition, the Agency reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to the RFP may be retrieved by the Offerors, at their expense, after the expiration of the protest period with the following exception. One complete copy of the selected Offeror's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Agency and the County of Valencia.

24. Electronic Mail Address Required

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

25. 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 Procurement Manager, the version maintained by the Procurement Manager shall govern.

26. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as "subject to successful negotiation" or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

27. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix F).



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

#### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and (2) identical copies of their proposal to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

All of the original binders shall be stamped “original”.

#### C. PROPOSAL FORMAT AND ORGANIZATION

All proposals shall 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.

The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal. See Section II, Paragraph C.26 for requirements.
- b. Table of Contents.
- c. Proposal Summary (optional).
- d. Response to Mandatory Specifications.
  - 1). Offeror’s Company Experience
  - 2). Offeror’s Past Performance/References
  - 3). Offeror’s Proposed Personnel Experience and Qualifications
  - 4). Offeror’s Key Proposed Personnel References
  - 5). Samples of Work Products
  - 6). Other Value Added Services or Options
  - 7). Proposal Presentation Concurrence
- e. Response to the following Mandatory Specifications.
  - 8). Proposed Hourly Rates by Service Category
  - 9). Financial Stability
- g. Campaign Contribution Disclosure Form.
- h. Response to Agency Terms and Conditions.
- i. Offeror’s Additional Terms and Conditions.
- j. Other Supporting Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.

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

The 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.

Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

## IV. SPECIFICATIONS

### A. **Information**

#### 1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- a. work space
- b. minimal clerical support
- c. desk, telephone, computer workstation, printer
- d. access will be available to copiers and fax machines
- e. other technical support resources

#### 2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed the following location:

Multiple High School Locations in Valencia County

#### 3. Level of Effort

For the purpose of preparing proposals, Offerors are to assume that the work required in the first year of the contract may be approximately 800 hours. This is not a guarantee, and the actual work required may ultimately yield more or less than this number indicated. The contractor shall perform services in accordance with the approved project plan which shall indicate the level of effort to be performed both on-site and off-site.

#### 4. Time Frame

The contract is scheduled to begin on August 9, 2018. The initial contract deliverables are to be completed by June 30, 2019.

### B. **Mandatory Specifications**

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

## 1. Offeror's Company Experience

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to Juvenile Assessment Service Programs.

- a. Offerors shall include an overview the company including a summary the company history including the company history of subcontractors, if applicable. The overview shall include type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b. Offerors should include in their proposals documentation describing the extent of their knowledge, experience, and expertise as a provider of professional services for Reception Assessment Services,
- c. Offerors should include in their proposals documentation of the extent of their knowledge regarding the following specific (programs/technology)
- d. Offerors should thoroughly describe the applicability and availability of qualified resources that may be employed for the project..
- e. Offerors should include their proposal copies of appropriate professional certifications and/or other documented credentials.

## 2. Offeror's Company Past Performance/References

Offeror's proposals shall include Two (2) external references from clients who are willing to validate the Offeror's past performance on similar contracts. The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;

- f. A description of the products and services provided and dates the products and services were provided.

At least **ONE** of the references for the proposed professional services must be from a site of comparable or larger size where Reception Assessment professional services have been provided. If a subcontractor is going to provide any of the proposed professional services, past performance references shall also be provided in the proposal. Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance.

### 3. Offeror's Proposed Key Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed Key Personnel, see Section I paragraph F Definitions, who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the Key Personnel members in relation to the role that member will perform for this contract. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements.

- a. Propose personnel members shall have a minimum of 5 years of experience with/of Juvenile Assessment Services.

### 4. Offeror's Key Proposed Personnel Past Performance/References

Offeror's shall include Two external client reference who are willing to validate the individual's past performance on similar engagements for each proposed Key Personnel, see section I paragraph F, Definitions .

The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;

- f. A description of the products and services provided and dates the products and services were provided.

Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating past performance of their key personnel.

#### 5. Project Plan

Offerors shall submit a thorough project plan as part of the proposal. At a minimum, the project plan shall include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task. The plan should clearly differentiate the on-site versus off-site services hours as well as Agency resources versus Offeror resources.

#### 6. Samples of Work Products/Tools and Techniques

Offerors shall provide samples of relevant work products provided to previous clients.

#### 7. Proposal Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed Key Personnel members identified by the Evaluation Committee in the finalist notification letter at the proposal presentation. A statement of concurrence is required.

#### 8. Cost

Offerors shall propose two firm, fixed, fully-loaded hourly rates per service category on the Proposed Hourly Rate Form in Appendix C. The on-site firm, fixed, fully-loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed on-site fully-loaded hourly rates shall include travel, per diem. Both hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

The service categories are as follows:

- a. Reception Assessment Center
- b. After School Diversion Program
- c. Restorative Justice Program

#### 9. Financial Stability

Offerors shall submit with their proposal an independently audited financial statement

from the most recent year, as well as those for the preceding year if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. D & B Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror. Offerors shall provide additional financial documents upon request by the Procurement Manager.

10. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

11. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (100 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

## V. EVALUATION

### A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

FACTOR	POINTS AVAILABLE
1. Company Experience	100
2. Company Past Performance /References	50
3. Proposed Key Personnel Experience	200
4. Key Personnel Past Performance/References	75
5. Project Plan	175
6. Sample Work Products/Tools or Techniques	100
7. Proposal Presentation Concurrence	No Points
8. Cost	300
9. Proposal Presentation	<u>No Points</u>
	SUBTOTAL
	1000
ADDITIONAL OPTIONAL POINTS	
Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate OR Resident Veterans Certificate	
Resident Business Preference	50
Resident Veterans Preference	<u>50</u>
	TOTAL
	1100

### B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Company Experience (100 points)
  - a. Company information – (No Points)
  - b.. Experience - Up to 35 point will be awarded based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.
  - c. Knowledge – Up 35 points will be awarded based upon an evaluation of the extent of their documented knowledge of assessment services for the project.
  - d. Resources - Up to 15 points will be award based upon an evaluation of the applicability and availability of the Company resources that may be employed for the project.



- e. Certifications - Up to 15 points will be award based upon an evaluation of the applicability of provided certifications or other credentials to meet the needs of the project.

2. Company Past Performance/References (50 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

3. Personnel Experience (200 points)

Points for personnel experience will be awarded based upon an evaluation of each staff member's experience as it relates to their proposed role and the needs of this contract.

4. Individual Past Performance/References (75 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

5. Project Plan (175 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed on-site and off-site as well as the division between Agency resources versus Offeror resources.

6. Work Products/ Tools and Techniques (100 Points)

Up to 50 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.

Tools/Techniques – Up to 50 points will be award based upon an evaluation of the applicability of any proposed tools and/or techniques to be used for the project.

7. Proposal Presentation Concurrence – Pass/Fail

8. Cost (300 points)

For the purpose of evaluating proposals, the following formula shall be used for the calculation of average hourly rate:

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

$$\frac{\text{Lowest Responsive Offer Average Hourly Rate}}{\text{This Offeror's Average Hourly Rate}} \times 300 = \text{Award Points}$$

9. Proposal Presentation (0 points)

Points for the proposal presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical or application knowledge, experience with similar engagements and the quality of the responses to questions will be the principle criteria for the evaluation. Proposed tools and/or techniques will be evaluated based upon the applicability to the project.

Additional Optional Points

**Resident Business Preference** – Fifty points will be awarded if the proposal contains a copy the Taxation and Revenue Department’s resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead. 50 points.

**Resident Veterans Preference** – One hundred points will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident veterans businesses with annual revenues of \$3M or less shall receive 50 points.

C. **Evaluation Process**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

**APPENDIX A**

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

Reception Assessment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 4:00 P. M. on May 3, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Rustin Porter  
Valencia County Purchasing Department  
444 Luna Ave. Los Lunas, NM 87031  
505-866-2005  
505-866-2424  
Rustin.porter@co.valencia.nm.us

## **APPENDIX B**

### **Contract Terms and Conditions**

**VALENCIA COUNTY  
STATE OF NEW MEXICO**

PROFESSIONAL SERVICES CONTRACT  
FOR  
**Reception Assessment Services**

THIS AGREEMENT is made and entered into by and between the County of Valencia, herein after referred to as the "Purchasing Agency", and [insert contractor name] herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Contract Administrator" means the individual designated by the Purchasing Agency to administer the contract after it has been executed. The Contract Administrator shall be Grant Administrator for the County of Valencia.
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be Purchasing Agent for the County of Valencia.
- c. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be preformed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

Reception Assessment Center (RAC) will be implemented at Belen High School, Los Lunas High School, and Valencia High School. The Program has two primary components, JIFF (Juvenile Inventory For Functioning) assessment and case management for a period of 90 days. In FY17, RAC had one full-time specialist and one part-time specialist. Through new partnerships with the southern half of the county, they were able to serve over double their required numbers. To keep up with the demand, three full-time specialists are needed. The FY19 focus of the Continuum is truancy, because of this, the goal is to assess youth referred after 5 absences for early intervention.

Component 1: The JIFF is an empirically-based rapid assessment tool used to assess day-to-day functioning in children and adolescents to determine the needs of youths and their families. The

JIFF Interview assesses whether the youth has any mental health (depression, anxiety, trauma, self-harm, irrational thoughts) and/or substance use issues. In addition, the JIFF inquires about the youth's functioning in school, home, family life, peer relationships, community behaviors (delinquency), and health issues, allowing the Specialist to learn about the whole child and to identify key factors that may influence negative behavior. Based on this screening, completed by youth or parents/caregivers, an individualized strengths and goal-based Service Plan is created. Specialists informed about the formal and informal resources available within the local community can help caregivers identify programs that could foster resiliency in at-risk youths.

Component 2: The case management component of the diversion strategy will place a high priority on promoting positive school attendance and positive behaviors. Continuum case managers will be responsible for working with youth, parents/guardians, schools, juvenile justice officials, and service providers to implement individualized service plans for each referred student. Case managers will be assigned to a geographic area that serves a school district. By focusing on specific geographic areas, the case manager can provide individualized case management by establishing on-going relationships with school-based and community-based staff as well as law enforcement, treatment providers and social workers. The case managers will act as a liaison between parents/guardians and other providers to facilitate the success of referred youth. Case managers can fill in gaps in school-based truancy programs by providing community-based assessment and case managements services evenings, weekends, summers, school break and holiday.

Locations:

Belen High School	\$250 x 250 Days = \$62,500.00
Los Lunas High School	\$250 x 250 Days = \$62,500.00
Valencia High School	\$250 x 250 Days = \$62,500.00
TBD	\$250 x 250 Days= \$62,500.00
Total:	\$250,000.00

Proposed Outcome Measures: The Valencia County Juvenile Justice Continuum will examine the effectiveness of the JIFF and case management components of the RAC program on youth completing the program.

Data Source: JIFF (pre & post-test)

- Increase school attendance and academic performance by 18%
- Decrease youth involvement in juvenile justice system by lowering recidivism by 65%
- Decrease in drug and alcohol use by 20%
- Increase in positive peer and community relationships by 75%
- Increase in positive family relationships and home environment by 75%
- Increase in knowledge and access to resources by 75%

Duties and Responsibilities:

Contractor duties and responsibilities are to perform the scope of work as outlined in the contract.

Purchasing Agency duties and responsibilities are to manage the Professional Service Contract between the Contractor and the County of Valencia as outlined in the contract.

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement:

3. Work Environment

Belen High School, Los Lunas High School, Valencia High School and 4<sup>th</sup> Location to be determined.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- a. Acceptance -The Purchasing Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Contract Administrator.. Unless otherwise agreed upon between the Purchasing Agency and the Contractor, within Ten (10) days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the Grant Administrator shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within Thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.
- b. Rates - The contractor agrees to perform billable work at the following rate(s) of per hour.

Service Category	Rate Per Hour On-Site	Rate Per Hour off-Site
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____



- c. Compensation - The total compensation under this Agreement will not exceed **\$250,000.00**. The Contractor shall not be reimbursed for any travel or per diem expenses. All other expensed shall be approved by the Project Manager before they are incurred. Travel time is not billable.
- d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance if an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. Payment will be made to the Contractor's designated mailing address.
- e. Payment of Taxes - The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
- f. Invoices – Invoices and time logs shall be submitted to the Contract Administrator.
- g. Facilities and Equipment - The Purchasing Agency shall provide Contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. The Contractor shall provide Contractor personnel with any required personal computer equipment and software and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency.

5. Term

This Agreement shall begin on date approved by the County of Valencia and end on June 30, 2019. This Agreement including all extensions and renewals shall not exceed 1 calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least Thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR’S DEFAULT/BREACH OF CONTRACT.

7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Purchasing Agency and are not employees of the County of

Valencia. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. 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 prior written approval of the Purchasing Agency and the County of Valencia.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Contract Administrator. The following subcontractor(s) have been approved to supply resources for this Agreement

\_\_\_\_\_.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Purchasing Agency, County of Valencia, and appropriate federal authorities. The Purchasing Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Purchasing Agency to recover excessive or illegal payments.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. The Purchasing Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Purchasing Agency, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of Valencia, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. 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 prior written approval by the Contract Administrator.

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to Purchasing Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

15. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the Purchasing Agency, the Contractor, the Chief Procurement Officer and County of Valencia Manager.

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Contract Administrator. 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 Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of 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, religion, 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 Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the County of Valencia and its agencies and employees harmless and shall indemnify the County of Valencia and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Purchasing Agency, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for legal action regarding this agreement shall be in the county of Valencia.

22. Limitation of Liability

The Contractor's liability to the Purchasing Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Purchasing Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

23. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Purchasing Agency response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including exhibits thereto, if any; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including appendices thereto including any documents incorporated by reference and written responses to questions and written clarifications and (5) the Contractor's proposal submitted in response to the Request for Proposals.

#### 24. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

#### 25. Project Reporting

The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

#### 26. 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 Purchasing Agency.

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

By: \_\_\_\_\_  
Contractor (Signature)

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**

APPROVED, ADOPTED AND PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jhonathan Aragon, District 5  
Chairman

\_\_\_\_\_  
David Carlberg, District 2  
Vice-Chairman

\_\_\_\_\_  
Gerard Saiz  
Commissioner, District 1

\_\_\_\_\_  
David Hyder  
Commissioner, District 3

\_\_\_\_\_  
Charles Eaton  
Commissioner, District 4

Attest:

\_\_\_\_\_  
Peggy Carabajal, Valencia County Clerk



## **APPENDIX C**

### **FORMS**



**PROPOSED HOURLY RATES FORM**

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP.

SERVICE CLASSIFICATION	MAXIMUM HOURLY RATES	
	ON-SITE	OFF-SITE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Offeror Name: \_\_\_\_\_

**APPENDIX D**  
**MANDATORY REQUIREMENTS CHECKLIST**

Yes / No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <ol style="list-style-type: none"> <li>1. One (1) original and two (2) identical copies of their proposal;</li> </ol> <p>The original binders shall be marked “ORIGINAL”.</p>

Yes / No	<p><b><u>PROPOSAL FORMAT AND ORGANIZATION</u></b></p> <p>All proposals shall 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.</p> <p>The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.</p> <ul style="list-style-type: none"> <li>a. Letter of Transmittal. See Section II, Paragraph C.26 for requirements.</li> <li>b. Table of Contents.</li> <li>c. Proposal Summary (optional).</li> <li>d. Response to Mandatory Specifications. <ul style="list-style-type: none"> <li>1). Offeror's Company Experience</li> <li>2). Offeror's Past Performance/References</li> <li>3). Offeror's Proposed Personnel Experience and Qualifications</li> <li>4). Offeror's Key Proposed Personnel References</li> <li>5). Samples of Work Products</li> <li>6). Other Value Added Services or Options</li> <li>7). Proposal Presentation Concurrence</li> </ul> </li> <li>e. Response to the following Mandatory Specifications. <ul style="list-style-type: none"> <li>8). Proposed Hourly Rates by Service Category</li> <li>9). Financial Stability</li> </ul> </li> <li>g. Campaign Contribution Disclosure Form.</li> <li>h. Response to Agency Terms and Conditions.</li> <li>i. Offeror's Additional Terms and Conditions.</li> </ul> <p>Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.</p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The 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.</p>
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	<p style="text-align: center;"><b><i>SPECIFICATIONS</i></b> <b><i>(Mandatory)</i></b></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes / No	<b>1. <u>Offeror's Company Experience</u></b>
Yes / No	<b>2. <u>Offeror's Company Past Performance/References</u></b>
Yes / No	<b>3. <u>Offeror's Proposed Personnel Experience and Qualifications</u></b>
Yes / No	<b>4. <u>Offeror's Proposed Key Personnel Past Performance/References</u></b>
Yes / No	<b>5. <u>Project Plan</u></b>
Yes / No	<b>6. <u>Samples of Work Products/Tools and Techniques</u></b>
Yes / No	<b>7. <u>Proposal Presentation</u></b>
Yes / No	<b>8. <u>Cost</u></b>
Yes / No	<b>9. <u>Financial Stability (If required)</u></b>

**APPENDIX E**  
**LETTER OF TRANSMITTAL FORM**

**The failure to properly complete all of the items in this form will result in the disqualification of the proposal.**

1. Identity (Name) and Mailing Address of the submitting organization (s): **(Proposed Contractor)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). **(Proposed Contractor)**

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

3. For the person (s) to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

4. List Proposed Subcontractors: \_\_\_\_\_

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 agree that this proposal is binding and firm for a period of ninety (90) days after the due date for receipt of proposals.

\_\_\_\_\_, 20\_\_\_\_  
Name: (Type Name)

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

## 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)

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(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)