



## RIO ARRIBA COUNTY

149 State Rd. 162, Tierra Amarilla, New Mexico 87575  
(575) 588-7254

Advertised: November 3, 2022  
Closing Date: November 14, 2022

### Request for Proposals ("RFP")

RFP Number: 23-01

RFP Name: RAC STOP Prevention Lead Evaluator/ Epidemiologist Services

Commodity Code: 94807, 95015

### GENERAL INFORMATION

1. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive, will be accepted at Grants and Contracts Office, Rio Arriba County, PO Box 127, Tierra Amarilla, New Mexico, 87575 or hand delivered to 149 State Rd. 162, Tierra Amarilla, New Mexico, 87575 until 2:00 p.m. MST, **November 14, 2022** for this solicitation.
2. **Clearly mark RESPONSE – RFP23-01 RAC S.T.O.P Prevention Lead Evaluator/Epidemiologist Services and Contact Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive, the written paper response shall govern.
3. Rio Arriba County ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
4. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
5. Proposals shall be firm quotations subject to acceptance or rejection within ninety (90) days of the proposal opening date.
6. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
7. The County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.

8. An offeror may withdraw their proposal at any time prior to the scheduled time of receipt; however, persons or firms withdrawing their proposals may not submit another proposal in this matter.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County intends to award one agreement as a result of this RFP.
11. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
12. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. Section13-1-21 NMSA 1978 et al.

### **CONTACT INFORMATION**

1. For project-specific information, contact Louise Sanchez, RAC S.T.O.P Director, at [LRSanchez@rio-arriba.org](mailto:LRSanchez@rio-arriba.org); (505) 747-1418 Ext. 5401.
2. For procurement process information, contact Rosario Jaramillo, Chef Procurement Officer, at [RVJaramillo@rio-arriba.org](mailto:RVJaramillo@rio-arriba.org); (575) 588-7254 Ext. 4370.

### **NEED STATEMENT**

Rio Arriba County, "the County," has a need to procure Evaluator and Epidemiology services for the Rio Arriba County S.T.O.P Partnership for Success Program. These services are a requirement of evaluation under the County's SAMSHA Grant for Community and School Base Prevention.

### **SCOPE OF SERVICES (or WORK)**

Rio Arriba County is requesting proposals for a qualified person or team to provide the following service requirements to RAC S.T.O.P for the SAMSHA Partnering for Success program:

- a. Develop individual Evaluation Plans for all prevention and treatment programs specific to the funders' requirements.
- b. Develop evaluation indicators that assess measures specific to each contract requirement for all prevention and treatment programs.
- c. Develop individual Logic Models for all prevention and treatment programs specific to the Scope of work for each funder requirement.
- d. Complete, Facilate and/or update a Comprehensive Needs Assessment that will provide data and will track patterns and trends for the past 5 years for each prevention and treatment programs specific to funder requirement.
- e. Develop data entry files and a syntax program that will ensure data analysis filters the information to measure validity, reliability, captures qualitative and quantitative data, ensures quasi experimental evaluation process, measures effect size, statistical significance, etc.

- f. Facilitate the implementation of the New Mexico Community Survey (NMCS) including the data entry, filtering of the data into sub titles, entry into data analysis templates, data analysis, compose the NMCS report, and report findings to the RAC STOP Connects Coalition, the DWI Planning Council, and to other individuals.
- g. Contractor shall assist with training and will monitor the implementation of the Strategic Prevention Framework (SPF) process to ensure that support is given to staff in completing all SPF steps: assessment, capacity, planning, implementation, evaluation, cultural competence, and sustainability.
- h. Contractor will work with the RAC STOP Connections coalition and program staff in utilizing the SPF findings to guide the development and implementation of a comprehensive, data-driven, evidence-based strategic plan that addresses underage drinking and prescription painkiller misuse.
- i. Contractor will support comprehensive quality improvement processes to measure the strategic plan's effectiveness in capturing all process evaluation, outcomes, obstacles/barriers, lessons learned, and any identified performance measures. Quality improvement findings will be used to adapt implementation strategies, policy development, presentations, and program delivery to meet the needs of the subpopulations and unique cultural groups in the community.
- j. Contractor shall assist RACSTOP in identifying the Rio Arriba County STOP Program catchment area, including demographics, numbers affected, and subpopulations experiencing health disparities.
- k. Contractor shall create and maintain a tracking system to analyze key indicators and intervening variables linked with specific activities and interventions to monitor the number of community changes in policies, practices, and programs that result from SPF collaborative activity.
- l. Contractor will develop presentations highlighting evaluation data and present to the community, community leaders, DWI Planning Council/Coalition & Joint Task Force members, stakeholders, and others as needed with the purpose of mobilizing community participation and increasing the readiness and political will of the community to address the priority indicator(s).
- m. The contractor will provide onsite visits weekly and maintain telephone and email contact, along with being physically available for relevant activities (i.e. meetings, presentations, training, and conferences), to support project coordination, development, and progress.
- n. The contractor will work with the RAC STOP Connections coalition and program staff to annually review the strategic plan to address the prioritized population-level indicators and goals. The plan will clearly identify goals, objectives, strategies, indicators, benchmarks and timelines; in addition to monthly action plans that impact objectives based on current needs assessment, sustainability activities and measures, and logic models to communicate and track theory of change.

- o. Contractor will support and monitor the activities being implemented with the Mentorship Program. She/he will develop an evaluation design/plan to measure past 30-day use of substances, perception regarding ATOD use, risk of harm, and resiliency factors. She/he will implement a pre and post survey to measure change.
- p. Contractor shall support in the SAMHSA SPF-PFS re-application process by supporting the preparation of application and required epidemiologist/evaluation documents.
- q. Contractor shall participate in the Rio Arriba County Epidemiological and Outcomes Workgroup; including active meeting attendance, providing relevant presentations and leading the epidemiology work to implement quality assessment, evaluation processes, and recommended protocols.
- r. The contractor will ensure the following deliverables are completed: SAMSHA Disparity Impact Statement, SAMHSA SPF-PFS Notice of Award Special Terms and Special Conditions, SAMHSA Final Report, and SPF training curricula/materials.
- s. Contractor shall work closely with the RAC STOP Connections coalition in the creation and implementation of a methodologically sound evaluation plan.
- t. Contractor shall work closely with the RAC STOP Connections coalition the creation of survey and other data collection tools including qualitative and quantitative data collection.
- u. Contractor will make sure that providers and data collectors are trained and follow approved data collection protocols, will assist communities in the development of culturally appropriate data collection tools and protocols, and will review the data process and data analysis with program providers for quality improvement.
- v. Contractor will be responsible for statistical analysis of data including that done through observations, interviews and surveys, interpretation of data, communication and dissemination of evaluation results, and planning and directing studies of public health problems to find ways to prevent and to treat the problems.
- w. Contractor will serve as a resource to the coalition as they prepare for an implement evidence-based strategies for prevention. To these ends, the Lead Epidemiologist will participate in trainings and technical assistance activities, provide technical support to community-level programs, and assist in the collection of assessment data and in the compilation of coalition and readiness reports and strategic plans.
- x. Contractor will help identify obstacles as they emerge on a community level and will communicate these issues to the state & federal leadership team in order to identify solutions.

- y. Contractor will ensure that all required community-level processes and outcome data are collected in a rigorous and culturally competent manner and that survey data are entered accurately. The contractor will present findings to providers in a manner that is comprehensible and useful for community-level planning.
- z. The contractor will assist community providers in their required reporting (e.g., assessment reports, capacity and readiness reports, strategic planning reports, mid-year reporting, and final report), while seeking to develop community level-capacity. She/he will ensure that local evaluation plans align with the statewide & federal plan, and includes measurable indicators, collected according to that plan.

**Budget**

SAMSHA provides 20% of grant funding for Prevention and Treatment Program(s) evaluation. This program has a stated cost limitation of \$60,000.00 inclusive of all fees.

**PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

**EVALUATION CRITERIA:**

All proposals will be evaluated from the written responses to the requirements set forth in this Request document. The evaluations will be based on the following criteria that are listed in descending order of importance to the County.

1. Relevant Project Experience
  - a. Experience in providing comprehensive Evaluator and Epidemiologist services described in the scope of work.
  - b. Experience in providing services, documents, and methodology for working within the confines of SAMSHA Grant funded opportunities.
  - c. Experience relative to the tasks necessary to provide services required to accomplish program within budget.
2. Program Understanding Strategy to accomplish scope of work items.
  - a. Methodology for providing the services anticipated.
  - b. Methodology for providing the technical support necessary to achieve the objectives of this program.
  - c. Adequacy of staff capabilities.

- d. The pairing of staff capabilities to job/task requirements.
3. Proposed Project Personnel
- a. In-house labor resources and production capability
  - b. Assignment of appropriate personnel vis-à-vis work requirements
  - c. Previous work together as a team

### **AWARD OF SOLICITATION**

Following award of the solicitation, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

### **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

### **ILLEGAL ACTS**

The Rio Arriba County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

### **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

### **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

### **RESPONSE FORMAT AND ORGANIZATION**

The following documents must be completed and included in the order shown below. County may consider a proposal to be non-responsive or non-responsible if the Contractor fails to include any of the items described.

**1. NUMBER OF RESPONSES/COPIES/FORMAT**

Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive (refer to General Information section one on page one of the RFP for more information).

**2. TECHNICAL PROPOSAL FORMAT**

To be considered, the response to this Proposer\Offeror must include a complete response to this RFP. Partial or incomplete responses will not be considered. The format identified in this section is mandatory. The response shall be limited to 30 (standard, single side 8.5" X 11") bound pages and shall include the following sections:

<b>Subject</b>	<b>Max. Number of Pages</b>
Authentication Letter	1 (Use as Cover)
Table of Contents	1
Proposer/Offeror Description	2 (No more than 2)
Proposed Project Team	4 (includes project team composition form)
Resumes	8 (No more than 8, use summary format)
Basis for Qualification	4 (No more than 4)
References	3 (No more than 3)
Maximum	22 - not to exceed pages

The preceding sections of the Response document should be organized as follows:

**Authentication Letter** – A letter executed by the Proposer/Offeror or authorized corporate officer committing to the requirements as specified and expected by the RFP document and providing a brief summary of the Proposer’s\Offeror’s relevant experience and capabilities in related endeavors with like public agencies.

**Table of Contents** – A table of contents referring to specific sections within the response to this Request.

**Proposer/Offeror Description(s)** – Description or other documentation of the team including sub-consultants describing the relevant services and capabilities for the required services.

**Proposed Project Team** – An organizational chart (1 page) and written description (3 pages) showing the specific service that each member of the team (along with the represented firm) will provide. Show key individuals’ project function, title and reporting relationship. Also indicate the firm of employment for each team member and their office location. Substitution or replacement of key team members will not be allowed without written permission of the County.

**Resumes** – Provide resumes of each key team member. Highlight professional qualifications and relevant individual experience.

**Basis for Qualifications** – Provide, in no more than four (4) pages, an explanation of what differentiates your team as the best candidate for this program.

**References** – Provide the names, addresses and telephone numbers of all references for which you have provided services similar to those anticipated by this Request document. Provide the project name(s) and service(s) provided for each reference.

**3. TECHNICAL PROPOSAL FORMAT**

**A. Include the following documents:**

1. Completeness of Proposal

- a. Exhibit "A" – Sample Agreement (provided as example only)
- b. Exhibit "B" – Affidavit Campaign Contribution Disclosure Form.
- c. Exhibit "C" – Certification - Debarment, Suspension, and other Responsibility Matters.
- d. Exhibit "D" – Verification of Authorized Offeror.

**4. EVALUATION CRITERIA – as demonstrated in the RFP Response.**

Criteria #	Criteria	Points
1	<b>Relevant Project Experience.</b> See Evaluation Criteria a through e.	35
2	<b>Project Understanding and Firm's Strategy to Accomplish Project.</b> See Evaluation Criteria a through e.	35
3	<b>Proposed Project Personnel.</b> See Evaluation Criteria a through c.	20
4	<b>Completeness of Proposal.</b> Please include all documents and Attachments requested.	10
TOTAL		100



**Exhibit "A"**  
**SAMPLE AGREEMENT**  
**RFP NO: 23-01**  
**RFP Name: RAC STOP Prevention Lead Evaluator/ Epidemiologist Services**

**CONTRACT FOR SERVICES**

This Contract for Services, hereinafter referred to as the "Contract", is hereby made and entered into as of the date of final signature below by and between the County of Rio Arriba, a political subdivision of the State of New Mexico, hereinafter referred to as "RAC", and \_\_\_\_\_, hereinafter referred to as "Contractor", and together referred to as the "Parties".

WITNESSETH:

WHEREAS, RAC has found it necessary to acquire the services of Contractor and Contractor has agreed to provide the agreed upon services, and the parties together have mutually negotiated the terms of this Contract.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, it is hereby mutually agreed by and between the parties that:

- 1) **Scope of Services:** Subject to the terms and conditions set forth in this Contract, and as authorized by New Mexico state law, Contractor shall provide the following services described and incorporated herein, at the time and place and in the manner specified herein:

[Agreed scope of Project}

- 2) **Contractor's Contact, Business License, CRS and EIN Information:**

**ADDRESS:**

**TELEPHONE NUMBER:**

**CRS:**

**EIN/SSN:**

**RAC Business License:**

- 3) **Acceptance of Offer.** Until this Contract is fully-endorsed by all parties and returned to RAC as specified below, this Contract shall only constitute an offer from RAC to Contractor. In order to accept RAC's offer, Contractor shall return a fully-endorsed original version of this Contract to RAC within ten (10) days from RAC's final date of signature. RAC's offer shall be automatically rescinded and RAC shall have no obligation to comply with the terms of this Contract unless returned to RAC as specified above.
- 4) **Term.** If returned to RAC as specified in paragraph 3 above, this Contract shall become effective on the date of final signature of all parties and remain in effect until \_\_\_\_\_. Upon expiration of the term of this Contract, any and all obligations of RAC to Contractor shall cease and this Contract shall cease to be a valid, written contract unless the term has been specifically extended by written assent of the parties. In the event that Contractor continues to provide services after the expiration of the term of this Contract, RAC shall be under no obligation to compensate Contractor for those services. In the event that RAC compensates Contractor for services rendered after the expiration of the term of this Contract, both parties hereby agree that the delivery of services and compensation for said services after the expiration of the term of this Contract shall not be construed to constitute an ongoing contractual relationship, whether month-to-month or otherwise, and the parties shall have no rights or obligations to each other.

- 5) **Renewal.** RAC shall have the right but is not obligated to renew this Contract subject to terms agreeable to both parties.
- 6) **Compensation.** The compensation to the Contractor for the services provided in this Contract shall be Sixty Thousand Dollars (\$60,000.00). The sum total of this Contract shall not exceed Sixty Thousand Dollars (\$60,000.00) inclusive of all applicable taxes. This total shall include all reasonable out-of-pocket expenses, which shall be itemized and submitted with the invoices for services set forth below. RAC shall have no responsibility to pay any sums beyond the compensation set forth above. In order to receive compensation, Contractor shall submit detailed itemized invoices to RAC detailing the specific services provided with applicable dates of service, as well as any reasonable out-of-pocket expenses. RAC shall make payment on all undisputed bill amounts within thirty (30) days from receipt of the invoice.
- 7) **Release.** The Contractor agrees that, upon final payment of the amount under this Contract, Contractor releases RAC from all liability claims and/or obligations whatsoever arising from, or under this Contract.
- 8) **Termination.** This Contract may be terminated at will, by either party, with or without cause. Notice of termination of this Contract shall comply with the Notices provision of this Contract. If Contractor terminates this Contract, notice of termination shall include Contractor's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 9) **Notices.** Any notices required to be given under this Contract shall be in writing and served by hand-delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or emails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Contract shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

**County Manager**  
**1122 Industrial Park Road**  
**Española, NM 87532**

**Contractor**

- 10) **Appropriations.** The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Contract, or other applicable governmental funding source. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Contract shall terminate upon written notice being given by RAC to the Contractor and RAC shall have no duty to reimburse the Contractor for expenditures made in the performance of this Contract incurred after written notice to the Contractor is provided by RAC pursuant to this paragraph. RAC is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by RAC. RAC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and not subject to challenge by the Contractor.
- 11) **Conflicts Provision.** Should there be any conflicts between any terms, condition or understanding between any term of condition contained in this Contract and those documents incorporated by reference, the terms and conditions of this Contract shall govern.
- 12) **Work Product and Standard of Care.** The work product of this Contract shall be considered the intellectual property and copyright of RAC as applicable, and Contractor agrees to provide RAC with complete, electronic copies, in PDF format, of all final work product upon the expiration of the Term of this Contract. In performing the services specified in this Contract, Contractor agrees to be diligent and to use the appropriate standard of care for the particular services provided. Failure to provide RAC with the applicable work product or meet this standard of care shall be considered breach of this Contract.

- 13) **Status as Independent Contractor.** It is understood and agreed upon that the Contractor shall be an independent contractor and as such neither Contractor, Contractor's employees, agents or representatives shall be considered employees or agents of RAC nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use vehicles, or any other benefits provided to RAC employees.
- 14) **Non-agency.** Except as RAC may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of RAC in any capacity whatsoever as an agent. The Contractor shall have no authority, express or implied, pursuant to this Agreement to bind RAC to any obligation whatsoever and hereby agrees not to purport to bind RAC to any obligation not assumed herein by RAC unless the Contractor receives written approval and then only within the limits of that express authority.
- 15) **Confidentiality.** Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of RAC.
- 16) **Worker's Compensation.** Contractor acknowledges that neither Contractor, Contractor's employees, agents, or representatives shall have any claim whatsoever to Worker's Compensation coverage under RAC's policy.
- 17) **Insurance.** Contractor hereby agrees to secure and maintain throughout the term of this Contract, adequate insurance applicable to the provision of services under this Contract.
- 18) **Taxes.** By entering into this Contract, Contractor hereby affirms that it has a valid Combined Reporting System (CRS) number with the New Mexico Department of Taxation and Revenue. Contractor hereby affirms to use the applicable Rio Arriba County location code for all gross receipts taxes for services provided in Rio Arriba County performed pursuant to this Contract. Contractor acknowledges that Contractor shall be solely liable for and shall pay to the New Mexico Department of Taxation and Revenue any and all applicable gross receipts taxes on all monies paid to Contractor under this Contract and that RAC shall have no liability for payment of such tax. Contractor also acknowledges that Contractor shall be solely liable to the State and Federal government(s) and/or their agencies for any and all applicable income and self-employment taxes required by law and that RAC shall have no liability whatsoever for the payment or fulfillment of Contractor's tax liabilities for compensation received in the performance of this Contract.
- 19) **Indemnification.** Contractor agrees to defend, indemnify and hold harmless RAC from any and all actions, proceedings, claims, demands, costs, damages, attorneys' fees, suits, causes of action and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Contract, caused by the negligent act or failure to act of Contractor, its employees, agents or other representatives, resulting in injury or damage to persons or property during the time when Contractor or any of its employees, agents or other representatives has or are performing services pursuant to this Contract. In the event any action, suit or proceeding related to the services performed by Contractor or any of its employees, agents or other representatives is brought against RAC, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify RAC and RAC's legal counsel by certified mail, return receipt requested. Contractor shall not be responsible for negligent conduct of RAC or any of its officers, agents or employees related to the performance of this Contract.
- 20) **Assignments and Subcontracting.** Contractor shall not assign, transfer or subcontract any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without prior written approval from RAC.
- 21) **Conflict of Interest.** Contractor warrants that Contractor presently has no interest and shall not acquire any interest or conflict, which would conflict with Contractor's performance of services under this Contract.

- 22) **Non-discrimination.** Contractor agrees that Contractor, Contractor’s employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 23) **Default by Contractor.** In the event that Contractor defaults on any term or provision of this Contract, RAC shall retain the right to declare the Contract voidable and Contractor hereby agrees to pay all reasonable costs, including court fees, attorneys’ fees and indirect damages, incurred in the enforcement of this Contract.
- 24) **Scope of Agreement.** This Contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
- 25) **Amendment(s) to this Contract.** This Contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
- 26) **Copies of Contract Valid; Email Delivery Valid.** The parties agree that fully executed and signed copies of this Contract shall be as valid as the original, and a signed copy of this Contract delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy.
- 27) **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico, and any applicable ordinances, resolutions, and/or rules and regulations.
- 28) **Severability.** If any provision of this Contract is determined to be illegal or void, then that provision shall be severed from the remainder and shall not affect the remaining provisions of the Contract.

**IN WITNESS HEREOF**, the parties have executed this Contract as of the final date of signature below.

Rio Arriba County \_\_\_\_\_

\_\_\_\_\_  
Lucía F. Sánchez, County Manager

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

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

Approved as to form:

\_\_\_\_\_  
Adán E. Trujillo, Rio Arriba County Attorney

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

Exhibit "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 23-01  
RFP Name: RAC STOP Prevention Lead Evaluator/ Epidemiologist Services**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

Exhibit "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO: 23-01

RFP Name: RAC STOP Prevention Lead Evaluator/Epidemiologist Services

*\*This document should be returned with RFP submittal.\**

Any prospective contractor seeking to enter into a contract with Rio Arriba County must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM 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 things 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 either 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.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor;

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

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY Commissioners: James J. Martinez, Christine A. Bustos, and Moises A. Morales.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 23-01**

**RFP Name: RAC STOP Prevention Lead Evaluator/ Epidemiologist Services**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Rio Arriba County, and has a required Rio Arriba County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of Offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of Offerors listed, and the next, until an offer qualifies for award. The priority of categories of Offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.



Are you requesting Preference?

YES       NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

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

\_\_\_\_\_  
Mailing Address City      State      Zip Code

\_\_\_\_\_  
Physical Address City      State      Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business