



**Eleventh Judicial District Attorney, Division 1
Jack L. Fortner
District Attorney**

REQUEST FOR PROPOSALS (RFP):

**LAW ENFORCEMENT ASSISTED DIVERSION
SERVICES IN SAN JUAN COUNTY, NM**

RFP NO. 2025-0401

RFP Release Date: April 18, 2025
Proposal Due Date: May 19, 2025, at 3:00 PM

Return Sealed Proposals to:
Eleventh Judicial District Attorney, Div. 1
Procurement Officer – Rachon Amick
335 S. Miller Avenue
Farmington, NM 87401

Phone: 505-599-9810
E-Mail: ramick@da.state.nm.us

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Law Enforcement Assisted Diversion (LEAD) Services in San Juan County.

B. BACKGROUND INFORMATION

The Eleventh Judicial District Attorney's Office, Division 1 represents the people of San Juan County and is charged with the duties of initiating and conducting prosecution of criminal offenses pursuant to Section 36-1-18NMSA.

The San Juan County LEAD services navigate at-risk offenders away from the traditional criminal justice process to community-based services and resources.

C. SCOPE OF WORK

The successful offeror(s) will provide long-term, intensive case management to individuals with substance use and/or mental health challenges, who have frequent involvement with law enforcement in San Juan County. Experienced and competent offeror(s) will work to alleviate the strain on law enforcement, courts, and correctional facilities by diverting low-risk offenders toward community-based services and resources.

LEAD program goals include reducing law enforcement interactions and emergency service utilization, harm reduction, and improving public safety and health in San Juan County. While LEAD does not require abstinence from substances, it focuses on education and connections to empower individual behavior changes based on a client's specific needs and goals.

The service provider is required to provide at least one case manager who is overseen by a licensed program director for 12 months.

D. RFP DETAILS

This RFP may result in multiple awards.

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

Cancellation. The Eleventh Judicial District Attorney, Division 1 reserves the right to cancel without penalty, this RFP, any resultant purchase order/agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

Clarifications. Any clarifications of instructions, terms and conditions, insurance, or offer preparation shall be made only by the contact shown on this RFP. All clarification questions should be submitted to the Procurement Manager listed in paragraph E.

Modifications. Only modifications received prior to the date and time specified for closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Chief Procurement Officer following the opening.

Offer Submittal. Offers must be submitted to the Eleventh Judicial District Attorney, Division 1 listed in Section 1 Paragraph E.

Period for Offer Acceptance. The offeror agrees that any offer submitted will be good for a period of forty-five (45) calendar days; additional time may be requested in the RFP Scope of Work.

Public Information. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. As a state institution, The Eleventh Judicial District Attorney Division 1 is subject to the NM Inspection of Public Records Act (IPRA), therefore unless there is an exception under the law, documents in the Eleventh Judicial District Attorney, Division 1's position are subject to review by any member of the public. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right -hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

Rejection of Offers. The Eleventh Judicial District Attorney Division 1 reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers.

Right to waive minor irregularities. The state purchasing agent, or a central purchasing office may waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which does not alter the price, quality or quantity of the services.

Taxes. The Eleventh Judicial District Attorney Division 1 is exempt from Federal Excise Taxes and from the New Mexico Gross Receipts Taxes on material. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A tax-exempt certificate can be made available by the Chief Procurement Officer.

Withdrawal of Offers. Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the submittal due date and time.

Changes. The Eleventh Judicial District Attorney's Office Division 1 may make changes within the general scope of any resultant purchase order/agreement by giving notice to the service

provider and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for the performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by service provider shall be recognized without written approval of the Eleventh Judicial District Attorney Division 1. Any claim of service provider for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by service provider of notification of such a change. Nothing in this Paragraph shall excuse the service provider from proceeding with the performance of the Purchase Order/Agreement as changed hereunder. Changes or alteration after an award can only be made if agreed in writing by the Eleventh Judicial District Attorney, Division 1.

Disclosure of proposal contents. The proposals will be kept confidential until the Eleventh Judicial District Attorney, Division 1, awards a professional services agreement. 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 service provider 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 service provider’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which a service provider has made a written request for confidentiality, the Eleventh Judicial District Attorney, Division 1, shall examine the service provider’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the service provider takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

Employee Certification. The service provider and all service provider’s employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP.

Equal Opportunity and Affirmative Action. In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

Indemnification and Insurance. The service provider assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and /or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by service provider or the performance of the work by service provider its agents, employees,

subcontractor or consultants, except to the extent of liability arising out of the grossly negligent performance of the work by or willful misconduct of the Eleventh Judicial District Attorney, Division 1. The service provider shall indemnify, defend, and hold harmless the Eleventh Judicial District Attorney, Division 1, its officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. The service provider will also indemnify, defend, and hold harmless the Eleventh Judicial District Attorney, Division 1 against any joint and several liabilities imposed against the Eleventh Judicial District Attorney, Division 1, with respect to strict products liability claims attributable to the fault of the service provider. The service provider agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits and the limits of the New Mexico Civil Rights Act) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the Eleventh Judicial District Attorney, Division 1. The liability of the Eleventh Judicial District Attorney, Division 1's will be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978 as amended or the New Mexico Civil Rights Act, NMSA 1978 41-41-1 et. seq., as either of those laws may apply.

Independent Business. Neither service provider nor any of its agents shall be treated as an employee of the Eleventh Judicial District Attorney, Division 1, for any purpose whatsoever. The service provider declares that the service provider is engaged in independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. The service provider further declares that it is engaged in the same or similar activities for other clients and that the Eleventh Judicial District Attorney, Division 1, is not the service provider's sole or only client or customer.

Option to Renew. The Eleventh Judicial District Attorney, Division 1 reserves the option to renew a resultant contract if such renewal is mutually agreed to and found to be in the best interest of the Eleventh Judicial District Attorney, Division 1. Renewal options will be exercised in one-year increments and in accordance with 13-1-150 NMSA, 1978.

Ownership of Documents. All documents which are prepared by the service provider or any member of the consulting team that form a part of its services under a resultant Purchase Order/Agreement are the sole property of the Eleventh Judicial District Attorney, Division 1 and such works may not be reproduced nor distributed without the express written consent of the Eleventh Judicial District Attorney, Division 1 and shall be delivered to the Eleventh Judicial District Attorney, Division 1 upon termination and or completion of this Purchase Order/Agreement if the Eleventh Judicial District Attorney, Division 1 so requests. The service provider shall be responsible for the protection and/or replacement of any original documents in its possession.

Penalties. The Procurement Code, Section 13-1-28 at seq. NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities, and kickbacks.

Schedule Delays. If after the award, the service provider becomes aware of possible problems that could result in delays in completion of the work on the agreed-to schedule; the service provider must immediately notify the Chief Procurement Officer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in the paragraph will be interpreted as relieving the service provider of its contractual obligations; however, failure to notify the Eleventh Judicial District Attorney, Division 1 promptly will be basis for determining the service provider's responsibility in an otherwise excusable delay.

Termination and Delays. The Eleventh Judicial District Attorney, Division 1, may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, any time. The Eleventh Judicial District Attorney, Division 1 shall pay the service provider as full compensation for performance until such termination the unit or pro rata order price for the delivered and accepted portion. The Eleventh Judicial District Attorney, Division 1 shall not be liable for consequential damage. The Eleventh Judicial District Attorney, Division 1, may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for service provider's default if service provider refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, the Eleventh Judicial District Attorney, Division 1 may otherwise secure the materials, supplies or services ordered, and service provider shall be liable for damages suffered by the Eleventh Judicial District Attorney, Division 1 thereby, including incidental and consequential damages. If after notice of termination, the Eleventh Judicial District Attorney, Division 1 determines service provider was not in default, or if service provider's default is due to failure of the Eleventh Judicial District Attorney, Division 1, termination shall be deemed for the convenience of the Eleventh Judicial District Attorney, Division 1. The rights and remedies of the Eleventh Judicial District Attorney, Division 1 provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in the paragraph, the word "service provider" includes service provider and service provider's suppliers at any tier.

Workers Compensation. No workers' compensation insurance has been or will be obtained by the Eleventh Judicial District Attorney, Division 1 on account of the service provider or its employees or agents. The service provider shall comply with the workers' compensation laws with respect to the service provider and service provider's employees and agents.

Compensation. The successful offer(s) shall comply with all contracting and billing procedures of the Eleventh Judicial District Attorney, Division 1 and State of New Mexico, including each offer submitting an accurate monthly service log, with summarizes performance with each invoice. Offerors shall agree to submit monthly invoices to the Eleventh Judicial District Attorney, Division 1 between the first and fifteenth day of each contract month for services performed the

month prior. Invoices received thirty (30) days or more after the fifteen days will not be paid, absent a finding of extenuation circumstances by the Chief Financial Officer of District Attorney.

E. PROCUREMENT MANAGER

The Eleventh Judicial District Attorney, Division 1, has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Rachon Amick, Procurement Manager

Telephone: (505)599-9810

Email: ramick@da.state.nm.us

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

F. PROPOSAL SUBMISSION

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

C/O Rachon Amick
335 S. Miller Ave
Farmington, NM 87401

Name: Eleventh Judicial District Attorney, Division 1
Title: Law Enforcement Assisted Diversion Services
RFP NO. 2025-0401

G. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Agency sponsoring this Procurement - Eleventh Judicial District Attorney, Division 1.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Thursday) 8:00 AM thru 5:00 PM, (Friday) 8:00 AM thru 12:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Thursday) 5:00 PM (Friday) 12:00 MST/MDT, whichever is in effect on the date given.
5. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
11. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

12. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
13. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
14. **“Mandatory”** – the terms ”must”, ”shall”, ”will”, ”is required”, or ”are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
15. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
16. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
17. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
18. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
19. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
20. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
21. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
22. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
23. **“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.

24. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
25. **“Sealed”** means, in terms of non-electronic submission, an Offeror’s proposal and all accompanying documents are enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The state reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
26. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
27. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
28. **“State (the State)”** means the State of New Mexico.
29. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.
30. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
31. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
32. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Eleventh Judicial District Attorney, Division 1	April 18, 2025
2. Advertisement	Eleventh Judicial District Attorney, Division 1	April 18, 2025
3. Deadline to submit Acknowledgement of Receipt Form (Appendix A)	Potential Offerors	April 28, 2025
4. Deadline to submit Written Questions	Potential Offerors	April 28, 2025
5. Response to Written Questions	Eleventh Judicial District Attorney, Division 1	May 7, 2025
6. Proposal Submittal Deadline	Potential Offerors	May 19, 2025
7.* Proposal Evaluation	Eleventh Judicial District Attorney, Division 1	May 17 – 29, 2025
8.* Selection of Finalists	Eleventh Judicial District Attorney, Division 1	May 30, 2025
9.* Finalize/Award Contractual Agreement	Eleventh Judicial District Attorney, Division 1	TBD

* Dates indicated in Events 7 through 9 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Eleventh Judicial District Attorney, Division 1 on the date indicated in Section II.A, Sequence of Events.

2. Advertisement

Request for proposal published in local newspaper. Full RFP available on the New Mexico Administrative Office of the District Attorneys website.

3. Deadline to Submit Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to Rachon Amick at ramick@da.state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 PM MST/ MDT on the date indicated in Section II.A, Sequence of Events.

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 p.m. MST/MDT as indicated in Section II. Paragraph A, Sequence of Events. All Written Questions must be addressed to the Procurement Manager as declared in Section I. Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

6. Submission of Proposal

Proposals shall be submitted in a sealed envelope.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR Designee NO LATER THAN 3:00 pm MST/MDT ON MAY 19, 2025, and shall be enclosed in a sealed envelope if hand delivered, or express mail. Proposals received after

this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

The Potential Offeror shall assume full responsibility for timely delivery of proposals.

Proposals must be addressed and delivered to the Eleventh Judicial District Attorney, Division 1 at the address listed in Section I Paragraph G.

A log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

7. Evaluation of Proposals

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

8. Notification of Finalist/Interviews if applicable

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of up to five (3) Offerors receiving the highest cumulative score.

9. Finalize/Award Contractual Agreement

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Conflict of Interest

The successful Offeror covenants that neither it nor its officers, directors, agents, and employees have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

4. Prime Contractor Responsibility

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

5. Subcontractors/Consent

The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. Amended Proposals

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

7. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

8. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals.

9. Disclosure of Proposal Contents

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

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

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

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

10. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

11. 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 State of New Mexico.

12. Sufficient Appropriation

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

13. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

14. Governing Law

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

15. Basis for Proposal

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

16. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency. The contracting agency reserves the right to impose, as it sees fit, additional terms and conditions upon a contractor, should conditions warrant. The contents of this RFP, as a 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 terms and conditions as contained in the document, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

18. Contract Deviations

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

19. Offeror Qualifications

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

20. Right to Waive Minor Irregularities

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

21. Change in Contractor Representatives

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

22. Notice of Penalties

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

23. Agency Rights

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

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must 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 and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

26. Confidentiality

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

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

27. Campaign Contribution Disclosure Form

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

28. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

29. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident**

Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

III. PROPOSAL EVALUATION AND SELECTION PROCESS

A. EVALUATION COMMITTEE AND PROCESS

The completed proposals will be reviewed by an evaluation committee for accurateness and completeness. Each prospective proposer must address all elements required by this RFP. Proposals will be further evaluated by the evaluation committee based on the evaluation factors listed below. Proposers are hereby informed that in making evaluations and determinations, the Eleventh Judicial District Attorney's Office, Division 1 is not restricted to the minimum information required for the proposals and that any relevant information regarding the evaluation criteria from reliable sources may be considered. The Eleventh Judicial District Attorney, Division 1, may also require additional relevant information related to the proposer's past performance or present capability to perform the services. The following is a summary of the evaluation factors with the point value assigned to each. These, along with the general requirements, will be used in the evaluation of the proposer's proposal.

B. EVALUATION CRITERIA

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

Evaluation Criteria	Points Available
<u>Knowledge and Experience</u> with providing law enforcement assisted diversion services	300
<u>Capacity and Capability</u> to provide the services	300
<u>Proposed Services and Programming</u> and multi-cultural approach to providing law enforcement assisted services	200
<u>Qualifications of Personnel</u> to deliver the services	200
Campaign Contribution Disclosure Form	Pass/Fail
TOTAL POINTS AVAILABLE	1,000
New Mexico / Native American Resident Preference	100
New Mexico / Native American Resident Veteran Preference	100

APPENDIX A
REQUEST FOR PROPOSAL
LAW ENFORCEMENT ASSISTED DIVERSION SERVICES
IN SAN JUAN COUNTY, NM

RFP NO. 2025-0401

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Rachon Amick

E-mail: ramick@da.state.nm.us

Subject Line: LEAD - RFP# 2025-0401

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract

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

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: JACK A. FORTNER

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)