**REQUEST FOR PROPOSAL**

**Legal Services**

**For**

**MORA COUNTY**



**RFP NO. Legal Services 2025-005**

Mora County Manager’s Office

1 Courthouse Drive, P.O. Box 580

Mora, NM 87732

ATTN: Adelita Encinias

Date Proposals Submitted by:

May 19, 2025, at 2:00 pm

**Proposals must be submitted in a sealed envelope that is clearly marked**

**“RFP No. 2025-005 – Do Not Open”**

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# **I. INTRODUCTION**

## **PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Mora, State of New Mexico, on behalf of the Mora of County Commissioners, seeks sealed proposals from qualified law firms for legal services to oversee and assist in managing all County related legal matters, ensuring maximum protection of legal rights and continued operation consistent with federal, state and local laws.

## **SUMMARY SCOPE OF WORK**

The scope of work consists of providing legal counseling, advice and services to County Commissioners, the County Manager, upper management and elected officials.

## **SCOPE OF PROCUREMENT**

The scope of the procurement consists of providing legal counseling, advice and services. The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

**Service-**It shall be the duty of the Attorney to advise, assist and represent the County as General Counsel in the following legal matters: personnel, planning and zoning (including ordinance development, interpretation and enforcement), procurement, property acquisition, contract review and management, law enforcement and detention center activities, inspection of public records requests, audits, notices of tort claims, administrative issues, construction management matters and other routine County matters and representation in the courts of law and administrative agencies, and otherwise as is necessary and proper, consistent with the Rules of Professional Conduct, case law, and all other applicable laws, rules and regulations. The Attorney shall attend meetings as requested by the County Manager.

## **PROCUREMENT OFFICER**

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

## **DEFINITION OF TERMINOLOGY**

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

“Award” means the final execution of the contract document.

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

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the specified date.

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

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

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

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

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

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

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

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

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

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

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

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

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

"Purchasing” means the County of Mora Purchasing Office or the Mora County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Mora.

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

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

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

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

## **RESIDENT/VETERAN BUSINESS PREFERENCE**

To ensure adequate consideration and application of 13-1-21 NMSA 1978 (as amended), Offerors must include a copy of their preference certificate in this section. Certificates for preference must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

1. Resident/Veteran Business Preference Certification

In addition to a copy of the certification, the Offeror must complete and sign the Resident Veterans Preference Certification Form, as provided in the RFP (Appendix F).

## **PROCUREMENT LIBRARY**

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

**New Mexico Procurement Code**

<http://www.generalservices.state.nm.us/statepurchasing/>

# **II. CONDITIONS GOVERNING THE PROCUREMENT**

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

## **SCHEDULE OF EVENTS**

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

 Pre-Bid Conference …………………………………………………….N/A

 RFP Issuance …………………………………………………... April 4, 2025

 Contractor’s Written Questions Submission Deadline …………May 9, 2025

 Proposal due to County …………………………………………May 19, 2025

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

## **EXPLANATION OF EVENTS**

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

### Issue RFP

This RFP is being issued on behalf of the County of Mora and the Mora County Board of County Commissioners.

### Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

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

### Deadline to submit written questions

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

### Response to written questions/RFP Amendments

Written responses to written questions and any RFP addendums will be emailed to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A.

### Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 3:00 PM MST ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the **“PROPOSALS FOR LEGAL SERVICES MORA COUNTY**”, should reference **“RFP #2025-005”** and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

### Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Officer may at her option 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.

### Notification of Finalists

The Evaluation Committee may select, and the Procurement Officer may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

### Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Officer will schedule the time for each Offeror’s presentation. All presentations will be made in a location to be specified in Mora County, New Mexico. Each presentation will be limited to a fixed amount of time as designated by the Procurement Officer in the Oral Presentation requirement notification.

### Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

### Contract Award

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

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

### Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 3:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

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

## **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

### Acceptance of Conditions Governing the Procurement

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

### Incurring Cost

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

### Prime Contractor Responsibility

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

### Subcontractors

Use of subcontractors must be clearly explained in the proposal, and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether subcontractors are used. The subcontractors, after contract award, must receive prior written approval from the County Finance Office.

### Amended Proposals

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

### Offeror’s Rights to Withdraw Proposal

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

### Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals.

### Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-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 an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

### No Obligation

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

### Termination

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

### Sufficient Appropriation

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

### Legal Review

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

### Governing Law

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

### Basis for Proposal

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

### Contract Terms and Conditions

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

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

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

### Offeror’s Terms and Conditions

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

### Contract Deviations

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

### Offeror Qualifications

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

### Right to Waive Minor Irregularities

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

### Change in Contractor Representatives

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

### Notice of Penalties

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

### County Rights

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

### Ownership of Proposals

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

### Ambiguity, Inconsistency or Errors in RFP

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

### Competition

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

### Use by Other Government Entities

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

### Confidentiality

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

### Electronic mail address required

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

### Use of Electronic Versions of this RFP

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

# **III. RESPONSE FORMAT AND ORGANIZATION**

## **NUMBER OF RESPONSES**

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

## **NUMBER OF COPIES**

Offerors shall deliver five (5) identical copies of their proposal to the location specified in Section I, Paragraph D, on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for five (5) identical copies would be fulfilled by submitting the original and four [4] copies of the original.) The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures. (An exception to this requirement is made for the “Cost Response Form” and the “Campaign Contribution Disclosure Form”. See Section III.C.1, immediately below.)

## PROPOSAL FORMAT

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

### Proposal Organization

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

* Signed Letter of Transmittal Form (See Appendix D)
* Table of Contents
* Proposal Summary (Optional)
* Response to Contract Terms and Conditions
* Offeror’s Additional Terms and Conditions
* Response to Specifications
* Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror’s discretion. See Section I.F.)
* Resident Veterans Preference Certification (If applicable. See Section I.F. and Appendix E.)
* Cost Response Form\* (See Appendix C) in a sealed and labeled envelope
* Campaign Contribution Disclosure Form\* (See Appendix E) in a sealed and labeled envelope
* Other Supporting Material (Optional. See Section III.C.2., below)

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

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

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

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

### Other Supporting Materials

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

# **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

**A. INFORMATION**

**1. Resident Business Preference**

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue

Department on or after January 1, 2012, **must** be included with the proposal if the Offeror

wishes to receive the additional points available as a qualifying resident business. See

Section I.F, above, for more information.

**2. Resident Veterans Preference Certificate**

A complete and signed Resident Veterans Preference Certificate **must** be included with

the proposal if the Offeror wishes to receive the additional points available as a

qualifying Resident Veteran. See Section V.E.4 for more information.

 **3. Response to Requirements**

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a

vendor response, as indicated. Failure to respond to, or properly comply with, a

mandatory requirement may result in the disqualification of the Offeror’s proposal. Each

desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the

Offeror’s discretion. Failure to respond to a desirable requirement will result in a score of

zero (0) being assigned for that requirement.

**B. MANDATORY REQUIREMENTS**

**1. Letter of Transmittal Form (0 Points)**

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix

D, with their proposal. The form must be signed and dated by an individual authorized to

contractually bind the firm.

**2. Professional Qualifications (0 Points)**

All persons within the proposing law firm that will be providing legal opinions and

guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be a member of a State Bar. Proof of compliance with BOTH requirements must be provided with the proposal. Offeror’s must provide a detailed resume and/or curriculum vitae including education and legal experience of attorney(s) who will provide the services.

**3. Experience with New Mexico Local Public Body (225 Points)**

Offerors must have a minimum of four (4) years of experience providing full-time legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This should include a break-down per local public body if experience with more than one local public body is being claimed.

**4. Percentage of Board Certified Specialists in Local Government Law (50 Points)**

Offeror can certify the percentage of all persons within the proposing law firm that hold certification in Local Government Law by the New Mexico Board of Legal Specialization.

**5. Capability and Agreement to Perform (0 Points)**

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

**6. Oral Presentation (50 Points)**

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to present their proposal and explain their approach to providing legal services to Mora County.

 **7. Campaign Contribution Disclosure Form (0 Points)**

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. This form must be submitted with your proposal whether or not an applicable contribution has been made.

**8. Accessibility (200 Points)**

Twenty four hour a day, seven days a week (“24/7”) access to legal services and advice is required to deal with urgent and unexpected legal matters. If awarded the Contract, Offeror must be available 24/7, whenever needed, and easily accessible (including phone and email). Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

**9. Property Tax Obligations (0 Points)**

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

**C. DESIRABLE REQUIREMENTS**

**1. Specific Experience**

**a. Experience with Contract Law (60 Points)**

Offerors should be familiar with, and experienced in dealing with, contract law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

**b. Experience with Employment Law (60 Points)**

Offerors should be familiar with, and experienced in dealing with, employment law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

 **Experience with Procurement Law (60 points)**

Offerors should be familiar with, and experienced in dealing with, procurement law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

**d. Experience with Criminal Law (60 Points)**

Offerors should be familiar with, and experienced in dealing with, criminal law in a local public body setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

**e. Experience with Tort Litigation (60 Points)**

Offerors should be familiar with, and experienced in dealing with, tort litigation in a local public body setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

**2. References (50 Points)**

Offeror should provide names and current contact information for at least two (2) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

**D. COST**

**1. Cost Response Form (125 Points)**

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed annual contract cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

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

|  |  |  |
| --- | --- | --- |
| **REF.** | **REQUIREMENT** | **POINTS****AVAIL.** |
| IV.B.1 | Letter of Transmittal Form | 0\* |
| IV.B.2 | Professional Qualifications | 0\* |
| IV.B.3 | Experience with New Mexico Local Public Body | 225 |
| IV.B.4 | Percentage of Board Certified Specialists in Local Gov’t Law | 50 |
| IV.B.5 | Capability and Agreement to Perform | 0\* |
| IV.B.6 | Oral Presentation | 50 |
| IV.B.7 | Campaign contribution Disclosure Form | 0\* |
| IV.B.8 | Accessibility  | 200 |
| IV.B.9 | Property Tax Obligations | 0\* |
| IV.C.1.a | Experience with Contract Law | 60 |
| IV.C.1.b | Experience with Employment Law | 60 |
| IV.C.1.c | Experience with Procurement Law | 60 |
| IV.C.1.d | Experience with Criminal Law | 60 |
| IV.C.1.e | Experience with Tort Litigation | 60 |
| IV.C.2 | References | 50 |
| IV.D.1 | Cost | 125 |
| Total |  | 1000 |

 \*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.D.1, below, as indicated.

**B. EVALUATION FACTORS: MANDATORY REQUIREMENTS**

**1. Letter of Transmittal Form (0 Points)**

Pass/Fail only.

**2. Professional Qualifications (0 Points)**

Pass/Fail only.

**3. Experience with New Mexico Local Public Body (225 Points)**

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between the described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

 **4. Percentage of Board-Certified Specialists in Local Government Law (50 Points)**

Points will be awarded based on the total percentage of attorneys in the law firm that hold certification in Local Government Law by the New Mexico Board of Legal Specialization.

*Offeror’s Points =* $\frac{\#of Local Gov’t Certified Attorneys in the Firm}{Total \# of Attorneys in the Firm}$ X 50

**5. Capability and Agreement to Perform (0 Points)**

Pass/Fail only.

**6. Oral Presentation (50 Points)**

If held, points will be awarded based on the quality, content and logic of the offeror’s presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral presentations are not held, all finalist offerors will be awarded the full fifty (50) points available.

**7. Campaign Contribution Disclosure Form (0 Points)**

Pass/Fail only.

**8. Accessibility (200 Points)**

Points will be awarded based on the convincingness of the Offeror’s response to the requirement to be available 24/7 as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the convincingness of the Offeror’s explanation of how they will be easily accessible. The Offeror’s explanation of how they will be easily accessible will be the most heavily weighted portion of this evaluation factor

**9. Minimum Level of Effort (0 Points)**

Pass/Fail only.

**10. Property Tax Obligations (0 Points)**

Pass/Fail only.

**C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

**1. Specific Experience**

**a. Experience with Contract Law (60 Points)**

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

**b. Experience with Employment Law (60 Points)**

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

**c. Experience with Procurement Law (60 points)**

Points will be rewarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

**d. Experience with Criminal Law (60 Points)**

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

**e. Experience with Tort Litigation (60 Points)**

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

**2. References (50 Points)**

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference’s satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors under this RFP. More weight will be given to references from local public bodies.

**D. EVALUATION FACTORS: COST**

**1. Cost Response Form (125)**

Cost will be evaluated through a second phase and points awarded based on the total annual cost proposed on the Cost Response Form and calculated using the following formula:

 *Offeror’s Points =* $\frac{Lowest Annual Proposed Cost}{This Offeror^{'}s Annual Proposed Cost}$X 125

**E. EVALUATION PROCESS**

**1. Initial Review**

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

**2. Clarifications**

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

**3. Other Information Sources**

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

**4. Resident Business/Contractor Preference**

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

**5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Three responsible offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award. The Procurement Officer shall make a written determination showing the basis on which an award was found to be most advantageous to the county based on the factors set forth on the RFP. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

#

# APPENDIX A

## ACKNOWLEDGEMENT OF RECEIPT FORM

###### Request for Proposals

LEGAL SERVICES FOR

MORA COUNTY

###### Mora County Legal Services RFP #2025-005

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

**The acknowledgment of receipt should be signed and returned (by e-mail, courier or hand delivery) to the Procurement Officer no later than close of business on**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

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

E-MAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NO.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Mora County Finance Department

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chief Procurement Officer

1 Courthouse Drive,

Mora, New Mexico 87732

Email: aencinias@countyofmora.com

# **APPENDIX B**

## PROFESSIONAL SERVICES CONTRACT FOR

**LEGAL SERVICES FOR MORA COUNTY**

RFP CONTRACT#2025-16-01

THIS AGREEMENT is made and entered into by and between the County of Mora, hereinafter referred to as the "County" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred to as the "Contractor”, and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Scope of work shall consist of the following:

1. Anticipate and identify legal issues and counsel managers to develop legal strategies and solutions.
2. Review, and approve policies and procedures, ordinances, resolutions, regulations, bylaws, contracts, procurement documents and other legal documents or legal instruments.
3. Provide day-to-day legal services to the County Commission and Administration.
4. Review, prepare and approve contracts involving leases, licenses, purchases, sales, insurance, employment, Memoranda of Understanding, research and related matters.
5. Attend all County Commission Meetings and Administrative Hearings.
6. Advise the Commission on all matters, including but not limited to policies and procedures, Open Meetings Act, Inspection of Public Records Act, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and criminal matters that may arise;
7. Draft and review Notices of Contemplated Actions;
8. Provide written legal opinions and advise the County on methods to avoid civil litigation.
9. Provide legal counsel and guidance to the County Commissioners, the County Manager, upper management and elected officials with respect to all legal matters relevant to the County, including litigation, arbitration/mediation, quasi-judicial activities, ordinance/rule policy promulgation, personnel matters, procurement matters, subpoena responses, inspection of public records act requests, open meeting laws, election issues, transactional matters, and real property issues.
10. Provide legal counsel and guidance to the County Commissioners, the County Manager, upper management and elected officials with respect to all legal matters relevant to the County, including litigation, arbitration/mediation, quasi-judicial activities, ordinance/rule policy promulgation, personnel matters, procurement matters, subpoena responses, inspection of public records act requests, open meeting laws, election issues, transactional matters, and real property issues.
11. Represent Mora County in administrative hearings including without limitation personnel hearings, represent the County and its officials in litigation and oversee such representation.
12. Prepare findings of fact and conclusions of law on behalf of the County in Quasi-judicial matters; Contractor will defend Mora County in administrative appeals.
13. Prosecute, defend or otherwise conduct litigation on behalf of the County for which there is no insurance coverage; and
14. Negotiate settlements involving legal issues or transactions on behalf of the County in conjunction with County Officials.
15. **Compensation**
16. The County shall pay to the Contractor in full payment for services satisfactorily performed $\_\_\_\_\_\_\_\_\_\_ dollars per month, plus the applicable New Mexico gross receipts tax, which presently totals $\_\_\_\_\_\_\_\_\_\_\_\_per month. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In no event will the Contractor be paid any amount more than the specified total amount payable without this Agreement being amended in writing.
17. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
18. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
19. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).
20. **Term**

This Agreement is for one year and shall automatically extend for each subsequent year for a total of four years, unless terminated pursuant to paragraph 4, infra. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

1. **Termination**
2. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the County is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
3. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.
4. **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

1. **Status of Contractor**

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

1. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

1. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

1. **Release**

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

1. **Confidentiality**

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

1. **Product of Service -- Copyright**

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

1. **Conflict of Interest; Governmental Conduct Act**
2. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
3. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
4. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County’s contracting process;
5. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
6. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
7. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and
8. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
9. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.
10. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).
11. **Amendment**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

1. **Merger**

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

1. **Penalties for violation of law**

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

1. **Equal Opportunity Compliance**

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

1. **Applicable Law**

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

1. **Workers’ Compensation**

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

1. **Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

1. **Disclaimer and Hold Harmless**

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

1. **Indemnification**

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

1. **Invalid Term or Condition**

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

1. **Enforcement of Agreement**

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

1. **Authority**

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

1. **Lobbying**

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

1. **Approval of Contractor Personnel**

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

1. **Survival**

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

1. **Succession**

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

1. **Force Majeure**

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

1. **Mediation**

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

1. **Notice to Proceed**

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

1. **Attorney’s Fees**

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

1. **Cooperation**

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

1. **Patent, Copyright, Trademark and Trade Secret Indemnification**
2. The contractor shall defend, at its own expense, the County of Mora against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Mora based upon the contractor's secret trade infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Mora for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Mora shall:
3. give the contractor prompt written notice of any claim;
4. allow the contractor to control the defense or settlement of the claim; and
5. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
6. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
7. provide a procuring agency of the County the right to continue using the product or service;
8. replace or modify the product or service so that it becomes non-infringing; or
9. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.
10. **Professional Liability Insurance**

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate.

1. **Notices**

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

To the County: Mora County

 Interim County Manager- Joseph Weathers

 1 Courthouse Drive,

 Mora, New Mexico 87732

To the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

#  **APPENDIX C**

## **COST RESPONSE FORM**

###### Mora County RFP #2025-005

Legal Services for MoraCounty

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

OFFEROR NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL PROPOSED ANNUAL COST $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  **APPENDIX D**

## **LETTER OF TRANSMITTAL FORM**

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

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

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

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

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail Address |  |
| Telephone Number |  |

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

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail Address |  |
| Telephone Number |  |

4. For the person to be contacted for clarifications:

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail Address |  |
| Telephone Number |  |

5. Declarations:

- I certify that I am authorized to contractually bind my company.

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

- I concur with that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

- I acknowledge receipt of all amendments to this RFP.

- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025

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

# **APPENDIX E**

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two (2) year period.

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Completed by State Agency or Local Public Body)

 DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Amount(s) of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Nature of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Attach extra pages if necessary)

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

Signature Date

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

Title (position)

**--OR—**

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

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

Signature Date

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

Title (Position)

**APPENDIX F**

**NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION**

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978,** § **13-1-21 (as amended).**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

**Please check one box only**

□ I declare under the penalty of perjury that my business prior year revenue starting January 1ending December 31 is less than $1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under the penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under the penalty of perjury that my business prior year revenue starting January 1ending December 31 is more than $5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

   “In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was based on having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved.  I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

               “I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under the penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material facts regarding this matter constitutes a crime.

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

**(Signature of Business Representative) \* (Date)**

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.