

CITY OF BELEN
REQUEST FOR PROPOSAL

NOTICE IS HEREBY given that the City of Belen is now accepting sealed proposals for Professional Legal Services. Bid specifications can be obtained by contacting the Deputy Clerk whose information is listed below, or logging onto our web-site at www.belen-nm.gov.

Leona Vigil, Deputy Clerk
100 South Main St.
Belen, NM 87002
Phone & Fax: 505-966-2740
leona.vigil@belen-nm.gov

Bids are due on or before October 12, 2011 at 11:00 A.M. and should be addressed to the Deputy Clerk. All envelopes shall be clearly marked “Sealed Professional Legal Service Proposal”. Bids received after the due date and time will not be considered. No bids will be accepted by telephone or fax. It shall be the sole responsibility of the bidder to see that their bid is delivered to the Deputy Clerk by the date and time set for this bid. If the mail or delivery of bid is delayed beyond the opening date and time, bid thus delayed will not be considered.

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

The City of Belen reserves the right to reject any or all bids in whole or in part when it is in the best interest of the City.

Signed:

/s/

Leona Vigil
Deputy Clerk
City of Belen

Published: September 3, 2011
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STATE OF NEW MEXICO
CITY OF BELEN



REQUEST FOR PROPOSALS
RFP# 2011-03 Purchasing

Professional Legal Services

Issue Date: September 3, 2011

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The City of Belen is requesting competitive sealed proposals for Professional Legal Services. The successful firm will be required to execute a Professional Services Contract, City of Belen Terms and Conditions, (Appendix B). The Professional Services Contract will incorporate the selected Firm's proposal, scope of services and other pertinent requirements and details. The initial contract shall begin on January 1, 2012.

B. VISION

The City of Belen is committed to working towards providing a safe, compliant, and friendly environment in which citizens can feel free to access their local City Government. The City of Belen would like to sustain the affordability, economically and ethnically diverse community with a sense of purpose and pride.

C. SUMMARY SCOPE OF WORK

The City desires to enter into a non-exclusive contractual relationship with a practicing attorney to provide legal counsel, more particularly, described in the scope of work.

D. SCOPE OF PROCUREMENT

As required by 13-1-111 NMSA 1978, the City of Belen is requesting competitive sealed proposals for professional legal services.

The City of Belen reserves the right to renew or issue a new Request for Proposal (RFP) without explanation or cause.

E. DEPUTY CLERK

The agency has designated a Deputy Clerk who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Leona Vigil, Deputy Clerk
100 South Main Street
Belen, New Mexico 87002
Phone & Fax: 505-966-2740
E-mail: leona.vigil@belen-nm.gov

All deliveries via express carrier should be addressed as listed above.

Any inquiries or request regarding this procurement should be submitted to the Deputy Clerk in writing. Offerors may contact "ONLY" the Deputy Clerk regarding the procurement. Other City employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

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

“**Agency**” means City of Belen.

“**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an Invitation to Bid (ITB) or Request for Proposal (RFP).

“**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“**Contractor**” means an employer contracting with the City of Belen, in which the employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the City, or any time during the term of the contract(s) with the City;

“**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“**Department of Information Technology**” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

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

“**Determination**” means the written documentation of a decision of a Deputy Clerk including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“**Evaluation Committee**” means a body appointed by the Agency management to perform the evaluation of offeror proposals.

“**Evaluation Committee Report**” means a report prepared by the Deputy Clerk and the Evaluation Committee for submission to the City Manager 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 the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Mandatory” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

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

“Deputy Clerk” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals, sometimes referred to as Procurement Specialist.

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

“Requirements” are obligatory and reflect the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer or Responsive Proposal” means an offer or proposal that 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.

“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.

“Solicitations” means invitation to bid (ITB) and request for proposal (RFP)

“City (the City)” means the City of Belen.

“City Deputy Clerk” or “DEPUTY CLERK” means the Deputy Clerk for the City of Belen or a designated representative.

G. BACKGROUND INFORMATION

The City of Belen is a service-based municipal government organization that responds to the growth and requirements of its residents. The City Council is made up of a Mayor and four (4) Council Members. The City Manager reports to the City Council and is responsible for managing the operation of the City. The population of Belen is approximately 7,269 (2010 Census).

H. PROCUREMENT LIBRARY

An electronic version of this document can be found on the internet connection at www.belen-nm.gov

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Deputy Clerk will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency	September 3, 2011
2.	Pre-Proposal Conference	Agency Potential Offerors	September 14, 2011
3.	Distribution List Response	Potential Offerors	September 16, 2011
4.	Deadline To Submit Additional Questions	Potential Offerors	September 21, 2011
5.	Response to Written Questions/RFP Amendments	Agency	September 28, 2011
6.	Submission of Proposal	Offerors	October 12, 2011
7.	Proposal Evaluation	Evaluation Committee	October 13-14, 2011
8.	Selection of Finalists	Evaluation Committee	October 18, 2011
9.	Best and Final Offers from Finalists	Offerors	October 21, 2011
10.	Oral Presentation and/or Product Demonstrations by Finalists	Offerors	October 26, 2011
11.	Finalize Contract	Agency Offeror	November 1, 2011
12.	Contract Award	Agency	November 7, 2011
13.	Protest Deadline	Offerors	15 Days after the Contract Award

B. EXPLANATION OF EVENTS

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

1. **Issue of RFP**

This RFP is being issued by the Agency on September 3, 2011. Additional copies of the RFP can be obtained from the Agency website www.belen-nm.gov

2. **Pre-Proposal Conference**

Monday September 14, 2011, located at The City of Belen Conference Room, 100 South Main St. Belen, NM 87002 at 2:00 PM.

3. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on September 16, 2011 to the Deputy Clerk.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business of September 21, 2011. All written questions must be addressed to the Deputy Clerk (see Section I, Paragraph E).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on September 28, 2011, to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE DEPUTY CLERK NO LATER THAN 11:00 A.M. MOUNTAIN DAYLIGHT TIME ON OCTOBER 12, 2011. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Deputy Clerk at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "Professional Legal-Service" Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place on October 13th thru 14th, 2011. During this time, the Deputy Clerk may, at her option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Deputy Clerk will notify the finalist offerors on October 18, 2011. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by October 21, 2011 NO LATER THAN 2:00 P.M. MOUNTAIN DAYLIGHT TIME. Best and final offers may be clarified and amended at the finalist offeror's oral presentation/demonstration.

10. Oral Presentation/Demonstration by Finalists

Finalist offerors will be required to present their proposals and respond to Evaluation Committee questions on October 26, 2011. The Agency reserves the right to extend the time at its sole discretion. All oral presentations will be held in Belen, New Mexico. Finalist offerors will be limited to duration of presentation of not more than two (2) hours.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror by November 1, 2011. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Belen City Council will award the contract on November 7, 2011. This date is subject to change at the discretion of the Agency Management.

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

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Daylight Time 15 days after the Contract Award. 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 Deputy Clerk. The protest must be delivered to the Deputy Clerk.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State of New Mexico's procurement code regulations 13-1-1 to 13-1-199 NMSA 1978.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

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. Prime Contractor Responsibility

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

4. Sub Contractors

Use of sub Contractors must be clearly explained in the proposal and identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not sub Contractors are used.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Deputy Clerk will not disclose or make public any pages of a

proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror’s organization and data that qualify 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 an offeror has made a written request for confidentiality, the Deputy Clerk shall examine the offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. 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 Agency.

10. Sufficient Appropriation

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

11. Legal Review

The Agency 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 Deputy Clerk.

12. Governing Law

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

13. Basis for Proposal

Only information supplied by the Agency in writing through the Deputy Clerk or in this RFP should be used as the basis for the preparation of offeror proposals.

14. Contract Terms and Conditions

The contract between the Agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, “Agreement Terms and Conditions.” However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror’s proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency’s terms and conditions, as contained in this

Section or in Appendix B, that offeror 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 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 changed followed by the specific proposed alternate wording.

15. Offeror's Terms and Conditions

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

16. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. 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 §13-1-83 and §13-1-85 NMSA 1978.

18. 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 fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

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

20. Notice

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

21. Agency Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the offerors after the expiration of the protest period with the following exception. Two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Agency.

24. 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) agree 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.

25. 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. (See also Section II.B.5, Response to Written Questions/RFP Amendments).

26. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

A. **NUMBER OF RESPONSES**

Offerors shall submit only one proposal.

B. **NUMBER OF COPIES**

Offerors shall provide 1 original, 4 identical copies of their proposal (Binder 1), 1 original, 4 copies of the cost proposal (Binder 2) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. **PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within three ring binders with tabs delineating each section.

1. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP.

2. **Proposal Organization**

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

Binder #1

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications

Binder #2

- e) Response to the Governing Terms and Conditions (Appendix B)

- f) Offeror's Additional Terms and Conditions
- g) Budget Proposal Form

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

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

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

IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

In preparing proposals, Offerors may assume that the Agency will provide the following resource(s).

Agency legal library-full set of NMSA 1978.

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at an offeror-proposed and Agency-approved site in Belen, New Mexico.

B. MANDATORY BUSINESS SPECIFICATIONS

1. Knowledge:

Offerors must have knowledge and experience in the following and be able to provide information demonstrating the knowledge and experience of the primary attorney that shall be assigned to the City of Belen.

- General Municipal Laws
- Labor Laws/Human Resource Laws
- General State and Federal Laws relating to municipal government.
- Economic Development
- Municipal Financing
- Ordinance and Resolution development and interpretation
- Contract Law
- Franchise Law
- Municipal Leases
- Trial Activity
- Criminal Law
- Knowledge of Police Authority Issues
- Municipal Litigation

2. Corporate Experience:

Offerors must submit a brief background history of the firm with relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the offeror's experience with the providing government related legal professional service(s).

In this Section, the offeror shall provide the following information (referencing the subsections in sequence) to evidence the offeror's experience in delivering services such as those sought under this RFP:

- a) A description of the services provided.
- b) A brief statement of how long the offeror has been performing the services sought under this RFP.

- c) A description of the experience level, technical and application knowledge, and government experience of the corporate technical resources that may be used for the contract.
- d) A statement of why the offeror believes this engagement constitutes relevant corporate experience to this procurement.
- e) A resume included for each attorney who will be primarily assigned to the City of Belen. The information should include relevant academic training and degrees, description of prior experience in law, number of years with the firm, and other background or experience that may be helpful in evaluating your proposal.
- f.) A list, if any of all current contractual relationships with the City of Belen or those completed within the previous five-year period.
- g.) Provide an assessment of the availability of the attorney and other professional staff to be assigned to a contract with the City of Belen. This includes availability of back-up attorney's in case of illness, turnover, or other loss of personnel.
- h.) Provide a statement of how the workload of the City of Belen would be accommodated and what kind of priority it would be given.

3. Corporate References

Offerors must submit three (3) external corporate references from clients who have received similar services to those proposed by the offeror for this contract, especially those projects in the government sector that have occurred within the past five (5) years.

Offers that propose to use Sub Contractors for significant portions of the scope of work must include three (3) external references for each major Sub Contractor. Each reference must include the name of the company, company current address, name of the contact person, telephone number, and the date and description of the services provided.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information could result in a zero score in this category.

4. Financial and Corporate Stability of Offeror

Offerors must submit information regarding any mergers, acquisitions, or sales of the offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.

Offerors must provide a statement as to whether there is any pending litigation against the offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the offeror's performance in a contract under this RFP. Likewise, offerors must provide a statement as to whether the offeror or any of the offeror's employees, agents, independent Contractors, or sub Contractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.

5. Offeror Staff Experience

The offeror must provide all Contractor and Subcontractor, including clerical staff, personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix B. The Contractor is not to assume or propose the use of City staff to conduct any substantive work pursuant to this RFP, except as is specifically stated herein.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information could result in a zero score in this category.

6. Cost Proposal

The offeror shall submit a cost for a retainer fee and an hourly rate fee for specified services as shown in Appendix C (Cost Response Form)

7. Oral Presentation

If selected as a finalist, the offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation at a date, time, and place set by the Deputy Clerk.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals. Only finalist offerors will receive points for an oral presentation/interview.

Factor	Points Available
Knowledge of multiple laws	20
Experience in general practice	10
Experience with municipalities	30
References	10
Ability of firm to perform work in a timely manner	10
Familiarity with Belen & its surroundings	10
Cost	10
Total	100

B. EVALUATION FACTORS

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

1. Knowledge of Diverse Laws
2. Corporate Experience
3. Corporate References
4. Financial & Corporate Stability
5. Sufficient Staff
6. Cost Proposal
7. Oral Presentation/Interview
8. Points earned on the Evaluation Table

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Deputy Clerk may contact the offeror for clarification responses to the evaluating factors.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be selected as finalist offeror's based upon the proposals submitted. Finalist offeror's who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations/ interview will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. 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

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Deputy Clerk no later than close of business on September 16, 2011. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

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

*Leona Vigil
Deputy Clerk
City of Belen
100 South Main Street
Belen, New Mexico 87002
Phone 505-966-2740
Fax number 505-966-2740
leona.vigil@belen-nm.gov*

APPENDIX B

AGREEMENT TERMS AND CONDITIONS

- 1) Scope of work: Said services shall be in accord with, and meet professional standards as set forth in the Scope of Work. "Attachment A"
- 2) Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 3) Compensation: The CITY OF BELEN shall pay OFFEROR, under this contract, a maximum of \$_____ (exclusive). The final version of the cost proposed, agreed by both sides, is incorporated into the contract.
- 4) Term: THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY CITY COUNCIL. This agreement shall begin on date approved by the City Council and end as approved by City Council. The City may renew the contract on an annual basis or any portion thereof. This agreement including all extensions and renewals shall not exceed four calendar years in duration.
- 5) Termination: Either party, with or without cause, may terminate this contract at will. Termination shall be by written notice, which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination the termination date remains thirty (30) calendar days from the delivery. The Offeror must provide briefing and transitioning to the Legal Service replacement and/or City Manager. If OFFEROR terminates this contract, notice of termination shall include Offerors final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 6) Indemnification: OFFEROR agrees to indemnify and hold harmless the City of Belen from any and all claims, suits, and causes of action, which may arise from its performance under this contract unless specifically exempted by New Mexico law. OFFEROR further agrees to hold harmless the City of Belen from all personal claims for any injury or death sustained by OFFEROR, its employees, agents or other representatives while engaged in the performance of this contract.
- 7) Assignment: OFFEROR shall not assign or transfer any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the City of Belen.
- 8) Subcontracting: OFFEROR shall not subcontract any interest in this contract or attempt to subcontract any claims for money due under this contract without the prior written approval of the City of Belen.
- 9) Confidentiality: Any information learned, given to, or developed by OFFEROR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City of Belen.
- 10) Conflict of Interest: OFFEROR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with its performance of services under this contract.
- 11) Conflict Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

- 12) Records-Audit: CONTRACTOR shall keep, maintain, and make available to the City of Belen all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the City of Belen or its authorized representative or agent, including federal and/or state auditors.
- 13) Campaign Disclosure: Offerors must complete, sign and return the Campaign Contribution Disclosure form with their proposal. Applicable public officials of the Executive branch are Mayor and City Councilors. Disclosure of contributions to federal campaigns is not included in this reporting requirement.
- 14) Penalties: The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes gratuities, and kickbacks.
- 15) Damages: In the event that OFFEROR defaults on any term or provision of this contract, the City of Belen retains the sole right to determine whether to declare the contract void able and/or OFFEROR agrees to pay the City of Belen the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
- 16) Acceptance: of Conditions Governing the Procurement. Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in this RFP.
- 17) Renewal: CITY OF BELEN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the CITY OF BELEN and OFFEROR.
- 18) Release: OFFEROR agrees that, upon final payment of the amount due under this contract, OFFEROR releases the CITY OF BELEN from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract
- 19) Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the City of Belen. If any deficiencies are noted during the review process, the OFFEROR shall be given a specified time, as per the Notice to cure provision below, in which to cure said deficiency (ies).
- 20) Required Liability Insurance: OFFEROR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, NMSA. 1978 (as amended).
- 21) Severability: In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, void able or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
- 22) Applicable Law: The Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the CITY OF BELEN shall govern this contract. Any legal proceeding brought against the CITY OF BELEN, arising out of this contract, shall be brought before the Seventh Judicial District Court, Valencia County, State of New Mexico.
- 23) Professional Service-Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the City of Belen and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City of Belen, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978

as amended) shall apply. Further, Contractor shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City of Belen.

- 24) Status of Contractor. Contractor acknowledges that it is an independent Contractor and as such neither it, its employees, agents nor representatives shall be considered employees or agents of the City of Belen, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of City of Belen vehicles, or any other benefits provided to City of Belen employees.
- 25) Non-Discrimination. Contractor agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 26) Taxes. Contractor acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the City of Belen shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the City of Belen shall have no liability for payment of such taxes or amounts.

ATTACHMENT A – SCOPE OF WORK

- Attend, as requested, not to exceed twelve (12) per calendar year, regular, special, and/or emergency Council or Commission Meetings to include but not limited to executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Members, or City Manager on legal matters.
- Authorized Meetings and/or telephone conversations with Mayor, Council Members, or City Manager for legal consultation, not to exceed twelve (12) hours per calendar year.
- Research and submission of legal opinions on municipal or other legal matters as requested by City Manager, not to exceed twelve hours (12) per calendar year.
- Review of municipal contracts, including contracts for public improvements, developments, subdivisions, joint powers agreements, construction, purchase of equipment, and the approval of content, form, legality and execution as requested.
- Examine and advise regarding the legality of all proceedings and actions of the City Council.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.
- Prepare criminal complaints where facts warrant.
- Draft and send basic correspondence to individual(s) upon request.
- Receive and evaluate all assessment appeals.
- Submit a monthly invoice to the City Manager. The invoice must include the service performed, the requester, the time involved and the specific question or matter addressed.
- Attendance of Council or Commission Meetings to include but not limited to executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Members, or City Manager on legal matters thereafter the twelve (12) allowable meetings included in the retainer fee.
- Authorized Meetings and/or telephone conversations with Mayor, Council Members, or City Manager for legal consultation, thereafter the twelve (12) hours per calendar year included in the retainer fee.
- Research and submission of legal opinions on municipal or other legal matters as requested by the City Manager, thereafter the allowable twelve hours (12) per calendar year included in the retainer fee.
- Prepare resolutions as directed by the City Manager.
- Prepare ordinances as directed by the City Manger.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Prepare developer agreements and contracts, subdivision agreements.
- Review acquisition requirements with appropriate departments, evaluate any special legal or cost problems, develop acquisitions timetables, make preliminary cost estimates and obtain or develop proper legal descriptions.
- Prepare documents necessary for routine land purchases and/or sales.
- Preparation of trial
- Negotiate and enter plea bargains where deemed advisable
- Represent the City at all pre-trial motions
- Perform all legal research and prepare briefs when required.
- Represent the City in matters related to the enforcement of city buildings, subdivisions, maintenance and zoning codes.

- Represent the City in the acquisition of properties for public improvements and easements.
- Handle all legal matters under construction contracts and any resulting litigation.
- Try jury and court cases
- Examine, evaluate and provide representation for all appeals to Appellate Courts.
- Representation of the City on economic development related issues.
- Defend in court all litigation where insurance coverage is unavailable. This includes but not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Investigate and evaluate all claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation.

EXHIBIT A

TERMS AND CONDITIONS

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the City of Belen and forever thereafter, to keep confidential all information and material provided by the City, and including any such information and material relating to any client, vendor, or other party transacting business with the City and not to release, use or disclose the same except with the prior written permission of the City of Belen. This obligation shall survive the termination or cancellation of the Contract between Contractor and City or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the City of Belen, a client or customer of the City of Belen, or to the owner of such information, inadequately compensable in damages and that, accordingly, the City of Belen or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX C

COST RESPONSE FORM

THE FOLLOWING SERVICES SHALL BE PROVIDED WITH A SET RETAINER FEE:

1. Attend, as requested, not to exceed twelve (12) per calendar year, regular, special, and/or emergency Council or Commission Meetings to include but not limited to executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Members, or City Manager on legal matters.
2. Meetings and/or telephone conversations with Mayor, Council Members, or City Manager for legal consultation, not to exceed twelve (12) hours per calendar year.
3. Research and submission of legal opinions on municipal or other legal matters as requested by the City Manager, not to exceed twelve hours (12) per calendar year.
4. Review of municipal contracts, including contracts for public improvements, developments, subdivisions, joint powers agreements, construction, purchase of equipment, and the approval of content, form, legality and execution as requested.
5. Examine and advise regarding the legality of all proceedings and actions of the City Council.
6. Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.
7. Prepare criminal complaints where facts warrant.
8. Draft and send basic correspondence to individual(s) upon request.
9. Receive and evaluate all assessment appeals.
10. Submit a monthly invoice to the City Manager.

THE FOLLOWING SERVICES SHALL BE PROVIDED WITH AN HOURLY RATE:

1. Attendance of Council or Commission Meetings to include but not limited to executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Members, or City Manager on legal matters thereafter the twelve (12) allowable meetings included in the retainer fee.
2. Meetings and/or telephone conversations with Mayor, Council Members, or City Manager for legal consultation, thereafter the twelve (12) hours per calendar year included in the retainer fee.
3. Research and submission of legal opinions on municipal or other legal matters as requested by the City Manager, thereafter the allowable twelve hours (12) per calendar year included in the

retainer fee.

4. Prepare resolutions as directed by the City Manager.
5. Prepare ordinances as directed by the City Manger.
6. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
7. Prepare developer agreements and contracts, subdivision agreements.
8. Review acquisition requirements with appropriate departments, evaluate any special legal or cost problems, develop acquisitions timetables, make preliminary cost estimates and obtain or develop proper legal descriptions.
9. Prepare documents necessary for routine land purchases and/or sales.
10. Preparation of trial
11. Negotiate and enter plea bargains where deemed advisable
12. Represent the City at all pre-trial motions
13. Perform all legal research and prepare briefs when required.
14. Represent the City in matters related to the enforcement of city buildings, subdivisions, maintenance and zoning codes.
15. Represent the City in the acquisition of properties for public improvements and easements.
16. Handle all legal matters under construction contracts and any resulting litigation.
17. Try jury and court cases
18. Examine, evaluate and provide representation for all appeals to Appellate Courts.
19. Representation of the City on economic development related issues.
20. Defend in court all litigation where insurance coverage is unavailable. This includes but not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
21. Investigate and evaluate all claims by the City against others and recommend appropriate course of action.
22. Handle disputes between the City and other governmental units, including litigation.

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)