

**REQUEST FOR PROPOSALS  
FOR  
LEGAL SERVICES  
RFP # 2019-02**



Contracting Agency:  
**City of Belen**  
100 S. Main Street  
Belen, New Mexico 87002

**DUE DATE MAY 16, 2019**

## **I. INTRODUCTION**

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

The City of Belen is requesting sealed proposals to provide Professional Legal Services for the City of Belen. The successful firm shall enter into a non-exclusive contractual relationship with the City to provide legal counsel and representation described in the scope of work. The Professional Services Contract will incorporate the selected firm's proposal, City of Belen's terms and conditions, scope of services, and other pertinent requirements and details. The initial Contract is expected to commence upon the approval of the City Council.

### **B. 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 Council Members. The City Manager reports to the City Council and is responsible for managing the operation of the City. The Council meets every 1<sup>st</sup> (first) and 3<sup>rd</sup> (third) Monday of the month. Special Meetings and Workshops are scheduled as necessary. The population of Belen is approximately 7,313 as per the 2011 Census. The City of Belen currently has (110) one hundred ten employees on payroll.

### **C. SCOPE OF PROCUREMENT**

This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

### **D. PROCUREMENT OFFICER**

The City of Belen has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Roseann Peralta, Procurement Officer  
Address: 100 South Main St.  
Belen, NM 87002

Telephone: (505) 966-2738  
Fax: (505) 966-2738  
Email: roseann.peralta@belen-nm.gov

All deliveries of responses via express carrier must be addressed to the Procurement Officer whose information is listed above.

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Offeror may contact ONLY the Procurement Officer regarding this

procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City.

## **E. DEFINITION OF TERMINOLOGY**

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

“Agency” means the City of Belen.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“City” means the City of Belen, County of Valencia, and State of New Mexico.

“City Council” mean the elected individuals whom are responsible for governing the City of Belen.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

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

"Contractor" shall mean the successful Offeror who enters into a Price Agreement with the City.

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

"Desirable" – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor

"Evaluation Committee" means a body appointed to perform the evaluation of Offeror proposals, also referred to as Evaluation Committee.

"Evaluation Committee Report" means a report prepared by the Procurement Officer and the Evaluation Committee for Contract award. It will contain written determinations resulting from the procurement

“Finalist” means an Offeror and/or Offeror who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel, as well as subcontractor personnel if appropriate.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offer or's proposal.

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

"Price Agreement" means a definite quantity Contract or indefinite quantity Contract which requires the Contractor to furnish services to the City of Belen.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

"Successful Offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal

"Services" means delivering value to customers by facilitating outcomes customers want to achieve.

"Solicited and Awarded" means an Invitation to Bid or RFP was made available to the general public, through any means.

"Staff" means an individual who is full-time, part-time, or an independently Contracted employee with the Offeror company.

"Successful Offeror" means an Offeror who has met all qualifications.

## **II. SCOPE OF WORK**

***The scope of work may include, but is not necessarily limited to:***

- Attend, as requested, Council Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Council, or City Manager on legal matters.
- Participate in authorized Meetings and/or telephone conversations with Mayor, Council Members, or City Manager for legal consultation.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.

- Review of municipal contracts, including contracts for lease agreements, MOU's, MOA's, 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 as may be requested.
- 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 assessment appeals as deemed necessary.
- 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 to support the amount charged.
- Prepare resolutions and ordinances as directed by the City Manager.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
- Prepare and/or evaluate 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 when necessary.
- Perform necessary legal research and prepare briefs when required.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Handle various legal matters under construction contracts and any resulting litigation.
- Try jury and court cases.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Representation of the City on economic development related issues as may be requested.
- Defend in court litigation where insurance coverage is unavailable. This includes but is 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 claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.

### **III. GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS:**

1. Proposals must contain the following information in order to be considered responsive:

- a. State the offeror's name, business address, and telephone number;
- b. Affirmatively state that the Offeror will be available to perform the services required on a timely and consistent basis as per guidelines; Set forth the date and place of the attorney's first admission to the bar in any state, and if such state is not New Mexico, then the attorney shall also state the date of admission to practice before the court of the State of New Mexico;
- c. State whether the attorney has ever been disbarred or disciplined by any court or disciplinary board, and if so, provide a synopsis of each such disciplinary action.
- d. Set forth a resume of the Offeror's educational background and work history.
- e. Set forth each area of the law in which the Offeror has had substantial experience, and state the number of years of experience in local government law and the level of sophistication achieved in local government law, if any.
- f. State the terms upon which the City will be billed.
- g. State whether the attorney has ever had a conflict of interest or will acquire any interest directly or indirectly, which would conflict in any manner or degree with the performance of service. State whether or not the attorney has previously represented any party who might have interests adverse to those at the City.
- h. Any other information which the Offeror feels would assist in valid evaluation of his proposal.

2. TERM OF CONTRACT:

- Any executed contract with the successful proposer shall become effective upon final execution by the governing body and shall continue for a period of one year, where it may be renewable on an annual basis; however; the contract shall not exceed four (4) years from the date of the execution.

3. TERMINATION CLAUSE:

- Any contract entered into may be terminated by either of the parties hereto upon the written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. The written notice of termination shall set forth the reason (s) for termination. Should the contractor default in any terms of the contract, the City retains the right to terminate the contract immediately.

4. ASSIGNMENT:

- The successful attorney shall not assign, sublet, or transfer his or her interest in any agreement with the City without prior written agreement on behalf of the City.

5. PAYMENT TO CONTRACTOR:

- The successful attorney shall submit itemized monthly statements of work performed on behalf of the City.
- The City authorizes payment of bills on a monthly basis.

6. TIMELINESS:

- All work requested shall be performed in a timely manner.

7. COMMUNICATION WITH STAFF:

- The attorney shall be required to forward to the City copies of all notices, pleadings, and any and all correspondence received pertaining to any City matters. The attorney shall continuously update the City's staff on the status of each area of representation.

8. PROFESSIONAL STANDARDS:

- The attorney agrees to abide by and perform his duties in accordance with the ethics of the legal profession and all federal, state and municipal laws, regulations and ordinances regulating the practice of law.

9. AUTHORITY TO BIND THE CITY:

- The successful attorney shall not have the authority to enter into any contracts binding upon the City, or to create any obligations on the part of the City, except such as shall be specifically authorized by the governing body or by the City Manager acting pursuant to authority granted by the governing body.

10. CONFLICT OF INTEREST:

- The Offeror warrants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

11. CONFIDENTIALITY OF OFFERS, NEGOTIATIONS, AWARD:

- All offers shall remain confidential until such time as award of a contract. The City shall retain the right of confidentially negotiate with each Offeror in reaching the decision for the award of a contract. The City shall select the Offeror, who in its opinion, offers the most advantageous proposal relating to the City's needs based on the evaluation criteria. Offers submitted shall be signed by the Offeror as an indication of his or her intent to be bound. The successful offer shall be incorporated into and become a part of the contract.

12. RIGHT OF INSPECTION:

- The City shall retain the right to inspect work in progress at any time during the term of the contract.

13. LIABILITY:

- The City shall not be held liable for any personal or property damages incurred through the negligence of the attorney, or any of their agents and/or employees.

14. COST OF SERVICES:

- The proposer understands that this RFP is meant to be used by the City to consider the most qualified proposer without regard to cost of services. Upon selection of the most qualified proposer the City will negotiate an appropriate hourly fee for services.

## IV. INSTRUCTIONS TO OFFERORS

### A. PROPOSAL FORMAT

- All proposals must be submitted as follows: Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within the binder with tabs delineating each section. Proposal Content and promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a. Table of Contents
- b. Signed Letter of Transmittal -Appendix A
- c. Response to the Scope of Work
- d. Response to the Requested Information under the General Terms and Conditions

- e. Offeror's Additional Terms and Conditions
- f. Completed Cost Response Form – Appendix B
- g. Campaign Contribution Form – Appendix C
- h. Resident Vendor or Resident Veteran Certificate - Appendix D
- i. Conflict of Interest Affidavit – Appendix E
- j. References – Appendix F
- k. Other Supporting Material (Optional)

Within each section of the proposal, Offeror should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **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 potential Offeror to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process.

Offeror may attach other material they believe may improve the quality of their responses.

- The Offeror proposal must be accompanied by the Letter of Transmittal Form located in *APPENDIX A*. The form must be completed and must be signed by the person authorized to obligate the company.
- Offeror may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.
- 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.

## **B. INTERPRETATIONS**

- All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Officer of the Contracting Agency. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- Offeror should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

## **C. ADDENDA**

- Addenda will be posted on the City's Website for review. [www.belen-nm.gov](http://www.belen-nm.gov)



## V. SUBMITTAL OF PROPOSALS

A. Proposals shall be submitted to the Procurement Officer at **Belen City Hall by 2pm THURSDAY MAY 16, 2019.**

- Offeror shall submit one (1) original and three (4) copies of their proposal.
- The envelope shall be addressed to the Procurement Officer. The following information shall be provided on the front lower left corner of the envelope: RFP 2019-02 LEGAL SERVICES. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- Proposals received after the date and time for receipt of Proposals will be returned unopened.
- The Offeror shall assume full responsibility for timely delivery of proposals at the Procurement Officer's office, including those proposals submitted by mail. Hand delivered proposals shall be submitted to the Procurement Officer or designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
- After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent/Procurement Officer.
- Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

### B. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

### C. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals.
- Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

### D. REJECTION OR CANCELLATION OF PROPOSALS

- This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons there for shall be made part of the project file (§13-1-131 NMSA 1978).

## E. CONSIDERATION OF PROPOSALS

### 1. RECEIPT, OPENING AND RECORDING

- Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud and logged.
- The names of all businesses submitting proposals and the names of all businesses shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offeror during the negotiation process (§13-1-116 NMSA 1978)

### 2 PROPOSAL EVALUATION

- Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP by an Evaluation Committee. For the purpose of conducting discussions, proposals may initially be classified as:
  - a) acceptable,
  - b) potentially acceptable, that is, reasonably assured of being made acceptable, or
  - c) unacceptable (Offeror whose proposals are unacceptable shall be notified promptly).
- The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§13-1-132NMSA 1978).
- If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in 7 to 10 days after an award is made (§13-1-120 NMSA1978).
- **New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### a. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

#### b. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

## **VI. SELECTION PROCESS: (§13-1-120 NMSA 1978)**

- All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- Responsive proposals will be evaluated on the factors in which have been assigned a point value, Appendix F. The successful Offeror with the highest scores will be selected finalist Offeror based upon the proposals submitted. The successful Offeror whose proposals are most advantageous to the City, taking into consideration the evaluation factors, will be recommended for contract to the Governing Body. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **VII. NEGOTIATIONS (§13-1-122 NMSA 1978)**

- The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- The designee shall then undertake negotiations with the third most qualified business.
- Should the designee be unable to negotiate contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- The Contracting Agency shall publicly announce the business selected for award.

## **VIII. NOTICE OF AWARD**

Recommendation of award will be presented to the local governing body on the next scheduled Council Meeting following the negotiation of the contract. A written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## **IX. POST-PROPOSAL INFORMATION**

### **A. PROTESTS**

- Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent/Procurement Officer and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172NMSA 1978).
- In the event of a timely protest under this section, the Purchasing Agent/Procurement Officer and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent/Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).
- The Purchasing Agent/Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).
- The Purchasing Agent/Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) state the reasons for the action taken; and inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA1978.
  - 2) A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

## **X. EXECUTION AND APPROVAL OF AGREEMENT**

The Agreement shall be signed by the Successful Offeror and returned within an agreed upon timeframe after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

- A. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82NMSA 1978)

## **XI. TERMS AND CONDITIONS**

### **1. GOVERNING LAW**

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

### **2. INDEPENDENT CONTRACTORS**

The Contractor and his agents and employees are independent Contractors and are nonemployees of the Contracting Agency. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. FEES

A price per hour fee services will be negotiated with the Offeror selected.

5. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

6. PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable professional legally licensed and registered by the state.

7. CONTACT WITH CONTRACTING AGENCY OFFICIALS OR STAFF MEMBERS

Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror [ ] will [X] will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$[250,000, \$ 500,000, \$1,000,000].

**APPENDIX A**

***Letter of Transmittal Form***

**RFP#:** \_\_\_\_\_ **Offeror Name:** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

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. Please describe any relationship with any entity with which will be used in the performance of this Contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. Please initial:

\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

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

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

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

**APPENDIX B**

**COST RESPONSE FORM**

CONTRACT FOR LEGAL SERVICES

The undersigned, as proposer, does hereby declare that he has read the request for proposal and evaluation criteria for the services required for the City of Belen, New Mexico, and with the full knowledge of the requirements and understanding thereto, does hereby agree to furnish the services as described in full accordance with the request for proposals and specifications attached thereto and made a part of for the prices stated below.

Basic Hourly Rate for Legal Services \_\_\_\_\_ /hr

Email/Phone Call Return Rate \_\_\_\_\_ /per item

Copy and Document Charges \_\_\_\_\_ /pg

Other Possible Charges:  
(Please list and provide explanation where necessary)

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NAME OF PROPOSER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(COMPANY OFFICER OR AUTHORIZED AGENT)

DATE \_\_\_\_\_

## APPENDIX C

### **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)

## APPENDIX D

### 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 penalty of perjury that my business prior year revenue starting January 1 ending 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 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 penalty of perjury that my business prior year revenue starting January 1 ending 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 on the basis of 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 penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact 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 constitutes 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.

**APPENDIX E**

**CONFLICT OF INTEREST AFFIDAVIT**

CITY OF BELEN )  
 ) ss.  
COUNTY OF VALENCIA )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from City employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the City, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the City. Being a current employee or legislator or family member of a current employee or legislator of the City, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a Contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee)  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## APPENDIX F

### REFERENCES

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Years as a Client \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Years as a Client \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Years as a Client \_\_\_\_\_

## EVALUATION CRITERIA AND POINT VALUES

Each proposal may be awarded points up to the amount listed.

|  | Possible Points | Points awarded |
|--|-----------------|----------------|
| A. Experience:                           |                 |                |
| 1. General Qualifications                | 20              | _____          |
| 2. Specific Qualifications               | 10              | _____          |
| 3. Qualification of local government law | 30              | _____          |

**B. Conflict of interest:**

Offeror must not presently have a conflict of interest nor will they acquire any interest directly or indirectly, which would conflict in any manner or degree with the performance of service. The City is particularly interested in whether or not the attorney selected has previously represented any party who might have interests adverse to those of the City of Belen.

Pass/Fail \_\_\_\_\_

**C. Proximity of Service. Ability to commit to the City of Belen:**

Because of the necessity of frequent meetings between the attorney and the staff of the City, proximity becomes important. City will award 5pts extra for firms within the Belen/Valencia County area.

10 to 15 \_\_\_\_\_

**D. Cost of services provided.**

15 \_\_\_\_\_

**E. Reference Checks: Offeror must provide at least three current clients (preferably municipalities) for references.**

10 \_\_\_\_\_

**TOTAL POINTS POSSIBLE 100**

**TOTAL POINTS THIS RFP**