



REQUEST FOR PROPOSALS (RFP)

Legal Services for Roosevelt County

RFP# 2023-01

Released: July 25, 2022

Proposal Submittal Due Date: Aug. 23, 2022 at 2 p.m.

Roosevelt County
Commodity Code #96149

Version 1.0 2023-01

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. SUMMARY SCOPE OF WORK	1
C. SCOPE OF PROCUREMENT.....	1
D. PROCUREMENT OFFICER	2
E. DEFINITION OF TERMINOLOGY.....	3
F. PROCUREMENT LIBRARY	5
II. CONDITIONS GOVERNING THE PROCUREMENT	6
A. SEQUENCE OF EVENTS.....	6
*CONTRACT AWARD IS SUBJECT TO APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.	6
B. EXPLANATION OF EVENTS	6
1. Issuance of RFP.....	6
2. Acknowledgement of Receipt.....	6
3. Deadline to Submit Written Questions	7
4. Response to Written Questions	7
5. Submission of Proposal.....	7
6. Proposal Evaluation.....	7
7. Notification of Finalists.....	8
8. Best and Final Offers.....	8
9. Finalize Contractual Agreements.....	8
10. Contract Awards	8
11. Protest Deadline	8
C. GENERAL REQUIREMENTS.....	9
1. Acceptance of Conditions Governing the Procurement.....	9
2. Incurring Cost.....	9
3. Prime Contractor Responsibility	9
4. Subcontractors/Consent	9
5. Amended Proposals.....	9
6. Offeror’s Rights to Withdraw Proposal.....	10
7. Proposal Offer Firm.....	10
8. Disclosure of Proposal Contents	10
9. No Obligation.....	10
10. Termination	10
11. Sufficient Appropriation.....	11
12. Legal Review.....	11
13. Governing Law.....	11
14. Basis for Proposal	11
15. Contract Terms and Conditions	11
16. Offeror’s Terms and Conditions.....	11
17. Contract Deviations	11
18. Offeror Qualifications	11
19. Right to Waive Minor Irregularities.....	12
20. Notice of Penalties.....	12
21. County Rights.....	12
22. Ownership of Proposals.....	12
23. Confidentiality	12
24. Electronic mail address required	12
25. Use of Electronic Versions of this RFP.....	12
26. New Mexico Employees Health Coverage	12
27. Campaign Contribution Disclosure Form	13
28. Letter of Transmittal.....	13

29. New Mexico Preferences	13
III. RESPONSE FORMAT AND ORGANIZATION	14
A. NUMBER OF RESPONSES	14
B. NUMBER OF COPIES	14
C. PROPOSAL FORMAT	14
1. Proposal Content and Organization	14
IV. SPECIFICATIONS.....	15
A. INFORMATION.....	15
1. Resident Business Preference	15
2. Resident Veterans Preference Certificate	15
3. Response to Requirements	15
B. MANDATORY REQUIREMENTS	15
1. Professional Qualifications (0 Points)	15
2. Experience with New Mexico Local Public Body (20 Points)	15
3. Capability and Agreement to Perform (0 Points).....	16
4. Accessibility (10 Points)	16
5. Cost (20 Points).....	16
6. Desirable Specifications (30 Points).....	16
8. References (20 Points).....	17
A. EVALUATION POINT SUMMARY	18
B. EVALUATION PROCESS	18
APPENDIX A	19
ACKNOWLEDGEMENT OF RECEIPT FORM	19
APPENDIX B	21
OFFEROR’S REFERENCE FORM	21
APPENDIX C	23
OFFEROR’S RESPONSE FORM	23
APPENDIX D.....	25
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	25
APPENDIX E	29
APPENDIX F	31
SAMPLE CONTRACT	31
APPENDIX G.....	40
COST RESPONSE FORM	40
APPENDIX H.....	42
LETTER OF TRANSMITTAL FORM	42
APPENDIX I	44
RESIDENT VETERAN’S CERTIFICATION	44

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of legal services for Roosevelt County.

B. SUMMARY SCOPE OF WORK

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

C. SCOPE OF PROCUREMENT

The scope of procurement consists of providing legal counsel, advice and services. The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party upon thirty (30) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

The County desires to enter into a non-exclusive contractual relationship with a practicing attorney/law firm to provide legal advice to the County; prepare and examine contracts and other legal documents for the County; develop, amend and work with County employees on policies, including but not limited to policies for the Detention Center, Personnel, Law Enforcement, Land Use and other County Departments; provide legal counsel with respect to personnel matters; draft ordinances and ordinance amendments and resolutions; and generally perform the function of a County Attorney as may be required by the Board of County Commissioners of Roosevelt County, including but not limited to the following:

1. Attend all County Commission regular meetings, special meetings and hearings, and executive sessions.
2. Attend any special board or committee meetings, or work sessions as requested by the Board of Commissioners or the County Manager.
3. Provide written legal opinions on the County, as requested by the Board of Roosevelt County Commission or the County Manager.
4. Advise any Elected Official or Department Head, as to the legal conduct of his/her office, upon authorization of the Board of Commissioners or the County Manager.
5. Prepare and/or review ordinances, resolutions, policies, contracts, bonds and other instruments affecting the interests of Roosevelt County.

6. Conduct all research, as required by the scope of the contract and provide all clerical and secretarial work associated with such research.
7. Represent the County as its attorney in all minor Court proceedings.
8. Assist the Certified Purchasing Officer in review/preparation of procurement contracts, Request for Proposals, Invitations to Bids and legal aspects as related to New Mexico State Statutes as well as procurement codes.
9. Assist and/or handle responses to Inspection of Public Records Act (IPRAs).
10. Keep the County Manager apprised on items being addressed, changed in laws and other matters that may affect Roosevelt County.
11. Submit a monthly invoice to the County Manager's office. The invoice must detail who performed the service, the time involved and the specific question or matter addressed. The County Manager may request additional expenses to be broken out by Department/Office and/or subject matter. Payment will be made within thirty (30) business days after acceptance.
12. Legal services provided to unauthorized employees or the public and not authorized will not be considered.

D. PROCUREMENT OFFICER

1. Roosevelt County 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: Liliana Rivera, Certified Procurement Officer
 Address: Roosevelt County
 109 W. First St.
 Portales, NM 88130
 Telephone: (575) 356-5307
 Fax: (575) 356-8307
 Email: lriviera@rooseveltcountry.com

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the Roosevelt County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Officer be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means Roosevelt County.

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

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

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

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

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” or “**Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means a successful Offeror who enters into a binding contract.

“**County**” means the County of Roosevelt, State of New Mexico.

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

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

“**Evaluation Committee**” means a body appointed by County management to perform the evaluation of Offerors’ proposals.

“**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 who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

“**Local Public Body**” means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

“**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 Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“**Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency of the County**” means the department or other subdivision of the County of Roosevelt that is requesting the procurement of services or items of tangible personal property.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, 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.

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

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be

made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposals. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

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

New Mexico Procurement Code – New Mexico General Services Department

<https://laws.nmone.com/w/nmos/Chapter-13-NMSA-1978-1989#!fragment/zoupio-Toc2927061/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoAvbRABwEtsBaAfX2zgCYBODgdgAYAbAEYAIAAbpk2UoQgBFRIVwBPAAHI14iHFzYANnoDCSNNACEyLYTC4ECpao1WbCAMp5SAIVUAIAKIAMn4AagCCAHKGfuKkYABG0KTsoqJAA>

Roosevelt County Purchasing Policy

[2021-34PurchasingProcurementPolicy.pdf \(rooseveltcountry.com\)](https://www.rooseveltcountry.com/2021-34PurchasingProcurementPolicy.pdf)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Date
1. Issue RFP	Procurement Officer	July 25, 2022
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	Aug. 2, 2022
3. Deadline to submit Questions	Potential Offerors	Aug. 9, 2022
4. Response to Written Questions	Procurement Officer	Aug. 11, 2022
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>Aug. 23, 2022 (Tues..) 2:00 p.m.</i>
6. Proposal Evaluation	Evaluation Committee	Aug. 29-30, 2022
7. Notification of Finalists (if desired)	Evaluation Committee	Aug. 30, 2022
8. Best and Final Offers (if requested)	Finalist Offerors	Aug. 31, 2022
9. Contract Negotiations (if needed)	Finalist Offeror/County	Sept. 1, 2022
10. Contract Awards*	Finalist Offeror/BCC*	Sept. 6, 2022
11. Protest Deadline	Offerors	Sept. 21, 2022

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

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of Roosevelt County on July 25, 2022.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by email or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer 2:00 PM MST or MDT on Aug. 2, 2022.

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 2:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: http://www.rooseveltcounty.com/?page_id=1150

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON AUGUST 23, 2022. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Legal Services for Roosevelt County and 2023-01 and marked "DO NOT OPEN". Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Proposals will not be opened prior to the deadline. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required County signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying

aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Notification of Finalists

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. Only finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the BCC must approve the contract during a public meeting as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Officer.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Roosevelt County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate County approval.

Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award have been made with the recommended offeror.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.

The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager
109 W. First St.
Portales, NM 88130

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the County before any subcontractor is used during the term of this agreement.

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. County personnel will not merge, collate, 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 addressed to the Procurement Officer and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization;
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates Roosevelt County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. 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 County.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. Please see Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Notice of Penalties

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

21. County Rights

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

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Roosevelt County.

23. 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 County.

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

24. 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.4, Response to Written Questions).

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

26. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of County Commissioners Dennis Lopez, Rodney Savage, Lewis “Shane” Lee; Tina Dixon, or Paul Grider; Sheriff Malin Parker, Treasurer Layle Sanchez, Assessor George Beggs, County Clerk Mandi Park, Probate Judge Kendell Terry. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX G which must be completed and signed by an individual person authorized to obligate the company.

29. New Mexico Preferences

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

New Mexico Resident Business/Veterans Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Business/Veterans Preference Certificate form, as provided in this RFP.

***An agency shall not award a business both a resident business preference and a resident veteran business preference.**

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “Original” on the front cover and shall contain original signatures.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

1. Proposal Content and Organization

Direct reference to pre-prepared or 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.

Technical Proposal (Binder):

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror’s Additional Terms and Conditions
- Response to Specifications (**except cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
- Offeror’s Reference Form
- Offeror’s Response Form
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Cost Proposal:

1. Completed Cost Response Form **in a sealed and labeled envelope**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this 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 a separate sealed envelope on the cost response form. The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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

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

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.C. 29, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section II.C.29 for more information.

3. Response to Requirements

Each mandatory requirement requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable specification below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Professional Qualifications (0 Points)

All persons within the proposing law firm that will be providing legal opinions and guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be currently licensed by the State of New Mexico to practice law and be in good standing. Proof of compliance with BOTH requirements must be provided with the proposal. Offerors must provide a detailed resume and/or curriculum vitae including education and legal experience of attorney(s) who will provide the services. Prior governmental law experience is preferred.

2. Experience with New Mexico Local Public Body (20 Points)

Offerors must have experience providing legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This should include a break-down per local public body if experience with more than one local public body is being claimed. Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

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

3. Capability and Agreement to Perform (0 Points)

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

4. Accessibility (10 Points)

Twenty-four hour a day, seven days a week (“24/7”) access to legal services and advice is required to deal with urgent and unexpected legal matters. If awarded the Contract, Offeror must be available 24/7, whenever needed, and easily accessible (including phone and email). Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility. Points will be awarded based on the convincingness of the Offeror’s response to the requirement to be available 24/7 as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the convincingness of the Offeror’s explanation of how they will be easily accessible. The Offeror’s explanation of how they will be easily accessible will be the most heavily weighted portion of this evaluation factor.

5. Cost (20 Points)

Offeror must complete and submit the Cost Response Form, at Appendix G, providing proposed fee for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County. Points will be awarded based on the proposed hourly fee on the Cost Response Form. In addition to the purposed hourly fee, please list all other fees/costs, if applicable, to the County to provide legal services.

6. Desirable Specifications (30 Points)

a. Experience with Contract Law

Offerors should be familiar with, and experienced in dealing with, contract law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area. Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

b. Experience with Employment Law

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

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

c. Experience with Procurement Law

Offerors should be familiar with, and experienced in dealing with, procurement law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area. Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

d. Experience with Tort Litigation

Offerors should be familiar with, and experienced in dealing with, tort litigation in a local public body setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area. Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

8. References (20 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service. Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors under this RFP. More weight will be given to references from local public bodies.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Professional Qualifications	0*
IV.B.2	Experience with New Mexico Local Public Body	20
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Accessibility	10
IV.B.6	Cost	20
IV.B.7	Desirable Specifications	30
IV.B.8	References	20
IV.D.1	Letter of Transmittal Form	0*
IV.D.2	Campaign Contribution Disclosure Form	0*
TOTAL		100

*Pass/Fail only.

B. EVALUATION PROCESS

1. 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.
2. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.8.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The Evaluation Committee will review and rank the proposals privately. It is possible that the Evaluation Committee request an oral presentation. A recommendation will then be made to the Roosevelt County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2023-01 Legal Services

DUE DATE: Aug. 23, 2022

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

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 2:00 PM Aug. 2, 2022. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the 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 Proposal.

Liliana Rivera, Certified Procurement Officer

2023-01

Roosevelt County

109 W. First St.

Portales, NM 88130

E-mail: lrivera@rooseveltcountry.com

APPENDIX B
OFFEROR'S REFERENCE FORM

Offeror's Reference Form
RFP #2023-01 Legal Services
DUE DATE: Aug. 23, 2022

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Offeror's Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

APPENDIX C
OFFEROR'S RESPONSE FORM

Offeror's Response Form
RFP #2023-01 Legal Services
DUE DATE: Aug. 23, 2022

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature	Name (Typed/Printed)	
Company	Position	
Address	Telephone Number	FAX Number
City, State, Zip	Tax ID #	E-mail Address

State of _____)

County of _____)

_____ (name), being duly sworn, deposes and says that he/she is
_____ (title) of _____ (company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

APPENDIX D
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body 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. Elected officials include Lewis Shane Lee, Rodney Savage, Dennis Lopez, Tina Dixon, Paul Grider, Malin Parker, Mandi Parks, George Beggs, Layle Sanchez, and Kendell Terry.

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 E

**OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION
FORM**

Offeror's Certification and Statement of Non-Collusion Form

RFP #2023-01 Legal Services

DUE DATE: Aug. 23, 2022

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2023-01 Legal Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

APPENDIX F
SAMPLE CONTRACT

**PROFESSIONAL SERVICES CONTRACT FOR
LEGAL SERVICES FOR ROOSEVELT COUNTY**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Roosevelt County, State of New Mexico, a New Mexico County Government (hereinafter referred to as "County"), and _____, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the County.

AND WHEREAS, attorneys had previously submitted a response to County's Request for Competitive Sealed Proposal for Professional Legal Services, and whereas the County wished to enter into a contract with _____, for its services; and

AND WHEREAS, the County has complied with the provisions of the New Mexico Procurement Code and the Roosevelt County Purchasing Policy in regards to contracts for professional services that do not exceed \$60,000 per year; and

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide legal services to the County under a contract defined by the terms of this agreement.

Contractor shall provide legal representation, counsel, and advise to County on an as-needed basis. Contractor shall represent the Board of County Commissioners in their duly elected capacity by and through their duly appointed County Manager. Contractor shall promptly respond to all telephone calls, correspondence, and communications from County officials.

Contractor shall assume and represent the County in all pending lawsuits and litigation except in cases that have been referred to the County's insurance carrier, which has retained independent counsel for such lawsuits covered by insurance. Contractor's participation, if any, in such litigation shall be at the direction of the County Manager.

The County Attorney will be required to perform the following:

1. Attend all County Commission regular meetings, special meetings and hearings, and executive sessions.
2. Attend any special board or committee meetings, or work sessions as requested by the Board of Commissioners or the County Manager.
3. Provide written legal opinions on the County, as requested by the Board of Roosevelt County Commission or the County Manager.
4. Advise any Elected Official or Department Head, as to the legal conduct of his/her office, upon authorization of the Board of Commissioners or the County Manager.
5. Prepare and/or review ordinances, resolutions, policies, contracts, bonds and other instruments affecting the interests of Roosevelt County.
6. Conduct all research, as required by the scope of the contract and provide all clerical and secretarial work associated with such research.
7. Represent the County as its attorney in all minor Court proceedings.

8. Assist the Certified Purchasing Officer in review/preparation of procurement contracts, Request for Proposals, Invitations to Bids and legal aspects as related to New Mexico State Statutes as well as procurement codes.
9. Assist and/or handle responses to Inspection of Public Records Act (IPRAs).
10. Keep the County Manager apprised on items being addressed, changed in laws and other matters that may affect Roosevelt County.
11. Submit a monthly invoice to the County Manager's office. The invoice must detail who performed the service, the time involved and the specific question or matter addressed. The County Manager may request additional expenses to be broken out by Department/Office and/or subject matter. Payment will be made within thirty (30) business days after acceptance.
12. Legal services provided to unauthorized employees or the public and not authorized will not be considered.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the County. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within fifteen (15) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. It is preferred that the attorney make use of the County facilities to make copies, send mail or use the County's postage machines, however, the County will reimburse the attorney for those costs if performed at the attorney's expense. Documentation of expenses will be required for reimbursement. Contractor shall not routinely bill County for cost such as postage, long distance charges, and/or copy expenses except in those instances when such charges are documented by Contractor to be in excess of \$100.00 per month.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE BOARD OF COUNTY COMMISSIONERS. This Agreement shall terminate one (1) year from date approved by the Board of County Commissioners, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Malpractice Insurance

Contractor shall maintain malpractice insurance covering errors and omissions including claims for legal negligence at their own expense.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within

the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To: County Manager/Roosevelt County
109 W. First Street Portales, NM 88130

To the Contractor: [insert name, address].

26. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Chairman of the Roosevelt County Board of Commissioners.

By: _____
Lewis "Shane" Lee, Chairman

Date: _____

By: _____
Contractor

Date: _____

APPENDIX G
COST RESPONSE FORM

Offeror's Cost Response Form
RFP #2023-01 Legal Services
DUE DATE: Aug. 23, 2022

Offeror Name: _____

Proposed Hourly Fee: _____

State gross receipts and local option taxes (if any) shall not be included in the proposed fees. Such taxes shall be separately reimbursed by the County.

Please list the billing increments to the County: _____
(Please include the minimum increments to the County. Ex: What would be the increment billed for a 5-minute phone call, email, etc.)

Any travel expense, if not residing in Roosevelt County, to County to attend County Commission Meetings, Committee Meetings, Personnel Hearings, etc.: \$ _____

(Please list the Hourly/Monthly rate, if applicable, to the County for travel time to and from Roosevelt County.)

Please list all other additional costs to the County not included above or in the Hourly fees:

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

APPENDIX H

LETTER OF TRANSMITTAL FORM

Offeror's Letter of Transmittal Form

RFP #2023-01 Legal Services

DUE DATE: Aug. 23, 2022

Offeror Name: _____ **FED ID#** _____

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 on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

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

___ 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.

_____, 2022
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX I
RESIDENT VETERAN'S CERTIFICATION

New Mexico Resident/Veterans Preference Certification Form

RFP #2023-01 Legal Services

DUE DATE: Aug. 23, 2022

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

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran’s preference, I agree to report to the State’s Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number: _____

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran’s Resident Business Certificate number must be provided in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

I do not claim New Mexico Resident Business or New Mexico Veteran’s Resident Business preference on this bid.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.