



TOWN OF EDGEWOOD

REQUEST FOR PROPOSALS

**RFP: 2018-02
LEGAL SERVICES**

**MAYOR
JOHN BASSETT**

**COUNCIL MEMBERS
JOHN ABRAMS
SHERRY ABRAHAM
LINDA HOLLE
AUDREY J. JARAMILLO**

Release date: December 2, 2018

DEADLINE TO SUBMIT: December 17, 2018 – 4:00 PM (LOCAL TIME)

LEGAL NOTICE

Notice is hereby given that the Town of Edgewood, New Mexico calls for Sealed Proposals for:

RFP# 2018-02 Legal Services

PURPOSE OF THIS REQUEST FOR PROPOSALS

The Town of Edgewood, seeks sealed proposals from qualified law firms for legal services to oversee and assist in managing all Town related legal matters, ensuring maximum protection of legal rights and continued operation consistent with federal, state and local laws.

Interested parties may secure a copy of the request for proposals, including all specifications and any updates from:

Juan Torres Procurement Officer
Town of Edgewood
171-A State Road 344
Edgewood, NM 87015
(505) 286-4518

Please contact the Procurement Office @ (505) 286-4518 to be included in the spec-holder list in order to receive amendments to this request if applicable.

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 kick-backs.

Sealed Proposals must be received by the Town of Edgewood Procurement Officer, Town Hall, 171-A State Road 344, Edgewood, NM 87015 no later than **4:00 PM Local Time, Monday, December 17, 2018**

As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Edgewood reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so, and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body
Town of Edgewood

Juan Torres
Procurement Officer
(505) 286-4518

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Town of Edgewood, seeks sealed proposals from qualified law firms for legal services to oversee and assist in managing all Town related legal matters, ensuring maximum protection of legal rights and continued operation consistent with federal, state and local laws.

B. SCOPE OF WORK

The attorney shall perform professional services on an as needed basis, as hereafter stated.

1. Provide legal advice and consultations, including the preparation of oral and written opinions to Town officials and staff.
2. Attendance at Town Council Meetings, Planning and Zoning Meetings and periodic special meeting when requested.
3. Review and draft of contracts and other legal documents as assigned.
4. Draft and review of proposed Town Ordinances, policies, rules and regulations.
5. Court and Administrative hearing appearances on behalf of the Town and representation of the Town in Planning and Zoning, and personnel matters.
6. Draft letters and requests for compliance to those in violation of Town Ordinances.
7. Represent the Town in negotiations with municipalities, counties, state agencies, federal agencies, and private entities or individuals as assigned.
8. Submit a monthly detailed statement with Legal Contractor billing, describing in sufficient detail the professional services for which the Town is invoiced.
9. Provide legal representation for the Town, its board and communities, elected officials, as well as other municipal employees who may be named as parties in their official or individual capacities in any and all legal actions.
10. Provide other professional legal services and work as assigned.

TECHNICAL CONTENT

The proposals shall include, but not be limited to, the following information:

1. A company profile describing the organizational objectives, services available, years of operation and any other information useful in determining the capabilities of the firm.
2. The name and address of the principle attorney who will be responsible for administration of the contract.
3. Resumes of key personnel who will be assigned to perform the attorney services.
4. A reference list of at least four other entities for which similar services have been performed, with names and telephone numbers of contact persons. Services performed for the Town of Edgewood may be included.
5. The firm's knowledge of the Town of Edgewood and significant legal issues facing the Town.

6. The firm's Equal Employment Opportunity practices.

C. SCOPE OF PROCUREMENT

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

D. PROCUREMENT OFFICER

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

Juan Torres

Town of Edgewood Procurement Officer

<p><u>Delivery Address (Including proposal delivery):</u> 171-A State Road 344 Edgewood, NM 87015</p>

Phone: (505) 286-4518

Fax: (505) 926-9061

E-mail: jtorres@edgewood-nm.gov

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Juan Torres / Procurement Officer Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

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

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

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

"Town" means the Town of Edgewood, Santa Fe County, State of New Mexico.

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

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

"Evaluation Committee" means a body appointed by Town procurement officer to perform the evaluation of Offeror proposals.

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

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

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

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

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

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

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

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

"Purchasing" means the Town of Edgewood Procurement Officer.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or

service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

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

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

“Town Council” means the elected board in whom all powers of the Town are vested and who are responsible for the proper and efficient administration of Town government.

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for an Offeror to receive preference as a resident veteran business, that Offeror must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:
<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Officer	12/02/18(Sunday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors	12/10/18(Monday)
3. Deadline to Submit Questions	Potential Offerors	12/11/18(Tuesday)
4. Response to Written Questions/ RFP Amendments	Procurement Officer	12/12/18(Wednesday)
5. Submission of Proposal	Offerors	12/17/18 (Monday) 4:00 PM (Local Time)
6. Proposal Evaluation	Evaluation Committee	12/18/18(Tuesday)
7. Notification of Finalists (If desired)	Procurement Officer	12/19/18 (Wednesday)
8. Best & Final Offer (If requested)	Offerors	12/19/18(Wednesday)
9. Oral Presentations (If required)	Offerors	12/20/18 (Thursday)
10. Contract Negotiations (If needed)	Tentative winner/Town	12/21/18(Friday)
11. Contract Award*	Procurement Officer/Offeror	01/02/18 (Wednesday)
12. Protest Deadline	Offerors	01/16/18 (Wednesday)

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Town of Edgewood Procurement Officer on behalf of the Town of Edgewood and the Town of Edgewood Council.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and

returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

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

3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Officer (See Section I, Paragraph D.)

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Town of Edgewood Website. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00 PM LOCAL TIME ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Legal Services for the Town of Edgewood RFP", should reference "RFP # 2018-02" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

6. Proposal Evaluation

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

may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Notification of Finalists

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

8. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

9. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Officer will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Edgewood, NM 87015. Each presentation will be limited to a fixed amount of time as designated by the Procurement Officer in the Oral Presentation requirement notification.

10. Contract Negotiations

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

11. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Procurement Officer shall make the final determination of award and notify the Governing Body at the first possible opportunity

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

12. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Town of Edgewood Procurement Ordinance. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a

statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

Town of Edgewood
Attn. Juan Torres, Procurement Officer
PO Box 3610, 171-A State Rd. 344
Edgewood, NM 87015

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

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Procurement Ordinance 2018-05.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the Town of Edgewood Procurement Officer.

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. Town 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 signed by the Offeror's duly authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates Town of Edgewood or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property

offered or services proposed until a valid written contract is approved by the Procurement Officer and other required approval authorities.

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 Town determines such action to be in the best interest of the Town.

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 termination will be effected by sending written notice to the contractor. The Town's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

Should an Offeror object to any of the Town's terms and conditions, as contained in this section or in Appendix B, that Offeror must propose specific alternative language. The Town may or may not accept the alternative language, at the Town's sole discretion. General references to the Offeror's terms and conditions or attempts at complete

substitutions are not acceptable to the Town and could lead to disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Town and the selected Offeror 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 Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

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 or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice

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

22. Town Rights

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

23. Ownership of Proposals

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

24. Ambiguity, Inconsistency or Errors in RFP

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

25. Competition

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

26. Use by Other Government Entities

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

27. Confidentiality

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

28. 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.

29. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form* (See Appendix C) in a sealed and labeled envelope

- e. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3. below)

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

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

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

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

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

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

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Professional Qualifications (0 Points)

All persons within the proposing law firm that will be providing legal opinions and guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be a member of a State Bar. Persons that will be providing legal opinions and guidance and that are not a member of the New Mexico State Bar must further agree to become a member of the New Mexico State Bar not later than 12 months after contract award. Proof of compliance with BOTH requirements must be provided with the proposal.

3. Experience with New Mexico Local Public Body (100 Points)

Offerors must have a minimum of three (3) years of experience providing full-time legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This should include a break-down per local public body if experience with more than one local public body is being claimed.

4. 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 Introduction. A statement of concurrence is required.

5. Oral Presentation (40 Points)

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

6. Campaign Contribution Disclosure Form (0 Points)

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

7. Accessibility (250 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. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

8. Property Tax Obligations (0 Points)

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

9. Cost (200 Points)

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

C. DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Contract Law (60 Points)

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

b. Experience with Employment Law (60 Points)

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

c. Experience with Procurement Law (60 points)

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

d. Experience with Criminal Law (60 Points)

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

e. Experience with Tort Litigation (60 Points)

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

f. Experience with Land Use Planning & Zoning (60 Points)

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

2. References (50 Points)

Offeror should provide names and current contact information for at least 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.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Professional Qualifications	0*
IV.B.3	Experience with New Mexico Local Public Body	100
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Oral Presentation	40
IV.B.6	Campaign Contribution Disclosure Form	0*
IV.B.7	Accessibility	250
IV.B.8	Property Tax Obligations	0*
IV.B.9	Cost	200
IV.C.1.a	Experience with Contract Law	60
IV.C.1.b	Experience with Employment Law	60
IV.C.1.c	Experience with Procurement Law	60
IV.C.1.d	Experience with Criminal Law	60
IV.C.1.e	Experience with Tort Litigation	60
IV.C.1.f	Experience with Land Use, Planning & Zoning	60
IV.C.2	References	50
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.2, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Professional Qualifications (0 Points)

Pass/Fail only.

3. Experience with New Mexico Local Public Body (100 Points)

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

4. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

5. Oral Presentation (40 Points)

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

6. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

7. Accessibility (250 Points)

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

8. Property Tax Obligations (0 Points)

Pass/Fail only.

9. Cost (200 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 200$$

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Contract Law (60 Points)

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

b. Experience with Employment Law (60 Points)

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

c. Experience with Procurement Law (60 points)

Points will be 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 Criminal Law (60 Points)

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

e. Experience with Tort Litigation (60 Points)

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

f. Experience Land Use Planning & Zoning (60 Points)

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

2. References (50 Points)

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

D. EVALUATION PROCESS

1. Initial Review

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

2. Clarifications

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

3. Other Information Sources

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

4. Resident Business/Contractor Preference

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

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the Town, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

LEGAL SERVICES FOR Town of Edgewood

Town of Edgewood RFP # 2018-02

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Officer no later than Monday December 10, 2018.

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

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Juan Torres, Procurement Officer

Town of Edgewood

171-A State Road 344

Edgewood, NM 87015

Phone: (505) 286-4518

Fax: (505) 926-9061

E-mail: jtorres@edgewood-nm.gov

APPENDIX B

**Town of
Edgewood Draft
Contract # 02-2018**

APPENDIX C

COST RESPONSE FORM

**Town of Edgewood RFP# 2018-02
Legal Services for Town of
Edgewood**

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

OFFEROR NAME: _____

TOTAL PROPOSED HOURLY RATE \$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

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

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur 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.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2018
Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

APPENDIX E

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 Page 2 of 3 DFA Disclosure form/April, 2006 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

MAYOR:
JOHN BASSETT

COUNCIL MEMBERS:
JOHN ABRAMS **SHERRY ABRAHAM**
LINDA HOLLE **AUDREY J. JARAMILLO**

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

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

Signature

Date

Title (position)