

CITY OF RATON
REQUEST FOR PROPOSALS
No. 2021-0114

Issue Date: January 14, 2021



SPECIALIZED LEGAL SERVICES RELATED TO
LITIGATION, WATER RESOURCE, ELECTRICAL UTILITY
and SPECIAL REDEVELOPMENT COUNSEL

SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 5:00 P.M., February 11, 2021

The City of Raton, New Mexico

Request for Proposal (RFP) No. 2021-0114

Litigation, Water Resource, Electrical Utility and Special Redevelopment Legal Services

The City of Raton is accepting proposals for specialized legal services related to litigation, water resources, municipal electric supply, generation and transmission, and land use/ property redevelopment. Proposals shall be received from professional firms or individuals that are qualified to provide services to the City of Raton. Offerors shall submit proposals, qualifications and relevant information in accordance with the requirements detailed herein. The City of Raton will offer an Agreement for Professional Legal Services to the Offeror (or multiple Offerors) that best meets the City's requirements.

The City of Raton shall receive sealed proposals in the office of the City Clerk until 5:00 P.M., on Thursday, February 11, 2021 at the following location:

Raton Municipal Building
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740

The RFP shall be available at <http://www.ratonnm.gov/>, or by contacting the office of the Chief Procurement Officer. A Pre-Proposal Conference will not be held, interested parties may obtain additional information by contacting the Chief Procurement Officer at (575) 445-9551. The scope of work and the criteria for selection are described in the Request for Proposals (RFP). City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Anne Antonucci
Chief Procurement Officer
City of Raton
January 14, 2021

INTRODUCTION

1. DESCRIPTION OF SERVICES REQUESTED

The City of Raton is accepting proposals from qualified Offerors to provide specialized professional legal services. Proposals shall be received from professional firms or individuals that are qualified to provide services to the Raton community in the following areas:

- A. Provide legal counsel, representation and services as requested on limited and specific legal issues and proceedings, including (but not limited to) litigation, water resources, municipal electric supply, generation and transmission, and land use/ property redevelopment;
- B. Perform legal research, provide written legal opinions, advise on proposed ordinance revisions and counsel on statutory and regulatory issues affecting the City of Raton;
- C. Represent the City of Raton in negotiations, litigation, arbitration or mediation;
- D. Coordinate with primary city attorney on certain issues as requested.

SUMMARY SCOPE OF SERVICES

- 1. The Request for Proposal (RFP) is being issued by the City of Raton to engage successful Offeror (or multiple Offerors) as provider of services related to specialized professional legal tasks. Successful Offeror(s) shall operate as an independent Firm and may consist of qualified organizations, businesses or individuals that demonstrate capability, qualifications and experience in the disciplines detailed herein. Offeror shall employ staff and professionals who are capable of meeting requirements and objectives. Offeror must identify key personnel to be assigned to the project, their qualifications and representative experience.
- 2. During the effective contract period, City of Raton will provide the selected firm a project specific description, including a preliminary Scope of Work and any special instructions needed by the firm to prepare a formal project specific scope of work and estimate of costs. City of Raton and Firm shall negotiate the final scope of work and cost structure, and City of Raton shall issue a written authorization to proceed based on the agreed to final Scope of Work and cost structure.
- 3. Offeror shall describe its experience, capability, knowledge, and resources proposed to accomplish stated objectives and implement proposed measures. Proposal shall detail

Offerors ability to meet selection criteria listed herein. Proposal shall detail specific applicable proficiency in the specified areas.

4. Firm agrees to carry insurance appropriate to proposed services and contractual relationship with the City of Raton. The Firm agrees to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of the Firm and will further indemnify and save the City harmless against and from any and all claims arising from any breach or default on the part of the Firm in the performance pursuant to the terms of this agreement or arising from any act or negligence of the Firm, or any of its agents, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim.
5. Assignment. The Firm 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 City of Raton.
6. Subcontracting. The Firm shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of Raton. No such subcontract shall relieve the primary Firm from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of Raton.

2. ACKNOWLEDGEMENT OF RECEIPT

Potential Offerors should hand deliver, email or send by registered or certified mail the "Acknowledgment of Receipt Form – Attachment No. 1", to the Chief Procurement Officer, Michael Anne Antonucci, mantonucci@cityofraton.com to have their organization placed on the procurement distribution list. The form must be returned to the Chief Procurement Officer by 5:00 p.m. MST on Monday, January 25, 2021.

The procurement distribution list will be used for distribution of written responses to questions and/or any RFP amendments. Failure to return the Acknowledgement of Receipt form does not prohibit potential Offerors from submitting a response to this RFP. However by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining responses to written questions and any amendments to the RFP on the City of Raton website www.RatonNm.gov.

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Offerors may submit written questions to the Chief Procurement Officer as to intent and clarity of this RFP until 5:00 P.M. MST on Wednesday, January 27, 2021. All written questions must

be addressed to the Chief Procurement Officer. Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document which form the basis of the question.

Written responses to questions will be distributed by Friday, January 29, 2021 to all potential offerors whose organization name appears on the procurement distribution list. An email copy will be sent to all Offeror's that provide an Acknowledgement of Receipt Form. Responses to the questions will also be posted on the City of Raton website www.ratonNm.gov.

4. SUBMISSION OF PROPOSALS

Proposals pursuant to RFP No. 2021-0114 must be submitted no later than the date and time specified. Proposals received after the date and time set forth will be marked as "Late Submission" and will be returned unsealed to the respondent. The date and time of receipt will be recorded on each proposal. Proposals submitted by facsimile, or other electronic means will not be accepted. No form of amendment will be accepted by the City of Raton after that time.

Written proposals must be hand delivered or mailed to:

Hand Delivered:	Mailed:
City of Raton	City of Raton
Office of the City Clerk	Office of the City Clerk
Michael Anne Antonucci	Michael Anne Antonucci
City of Raton Procurement Officer	City of Raton Procurement Officer
224 Savage Avenue	Post Office Box 910
Raton, New Mexico 87740	Raton, New Mexico 87740

Offerors must submit one (1) original, and three (3) copies of their proposal in a sealed envelope or container labeled on the outside to clearly indicate that they are in response to RFP No. 2021-0114. Submittals are due by 5 p.m., Thursday, February 11, 2021 in the office of the City Clerk.

A public log will be kept of the names of all Offeror organizations that submitted proposals. 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 contract(s) are awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Raton signature on the contract(s) resulting from the procurement has been obtained.

5. TERM

It is contemplated that the term of a negotiated legal services agreement with the successful Offeror(s) will be four (4) years.

6. PROCUREMENT BY AFFILIATES

Under this procurement, services from Contracted Firm(s) shall be available to all City of Raton departments and affiliates, including Raton Public Service Company, Raton Water Works and other similar City of Raton agencies or entities.

PROPOSAL REQUIREMENTS

1. PROPOSAL CONTENT

- A. Offerors shall include the following information in their proposals:
- I. Offeror must complete, sign and return Attachment No. 2, Campaign Contribution Disclosure Form, as part of their proposal. This requirement applies regardless whether a covered contribution was made to the identified elected officials. Failure to complete the signed unaltered form will result in disqualification.
 - II. Offeror's proposal must be accompanied by the Letter of Transmittal Form, Attachment No. 3, which must be completed and signed by an individual person authorized to obligate the firm. Failure to respond to all seven items will result in disqualification.
 - III. Offeror must complete, sign and return Attachment No. 4, Conflict of interest Certification Form, as part of their proposal. The Offeror warrants that it presently has no interest and 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. The offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former employee have been followed.
 - IV. Description of Services Offered. Offerors shall provide evidence of the Offeror's qualifications to perform the scope of work outlined in this Request for Proposals.
 - V. Related Experience and Qualifications. The Offeror's ability to meet the evaluation factors listed shall be stated in this section of the proposal. Offerors shall identify the individuals who will be assigned to perform the work pursuant to the Contract and include for each individual the relevant education, training, prior experience and involvement in representation of a similar nature on which the individual has worked. The resumes and credentials of all individuals who will be assigned to perform the work pursuant to the Contract shall be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform

the scope of work outlined in this RFP. Proposal shall include a list of references from individuals who are familiar with the work of the Offeror and are aware of the Offeror's performance in similar representations.

- VI. Remuneration. After selection by the City of Raton, compensation for services will be negotiated between successful Firm and the City of Raton. The proposals shall exclude price information.
- VII. To ensure adequate consideration and application of 13-1-21, NMFA 1978 (as amended) regarding a New Mexico Business Preference or New Mexico Resident Veterans Preference, Offerors MUST include a copy of their certificate with their proposal. Certificates for preferences can be obtained through the NM Department of Taxation and Revenue www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx. An agency shall not award a business both a resident business preference and a resident veteran business preference.

2. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Point Summary

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

<u>FACTOR</u>	<u>POINTS POSSIBLE</u>
1. Offeror Experience and Qualifications	25 pts
2. Offeror Capabilities and Capacity	20 pts
3. Evidence of Understanding the Scope of Work	15 pts
4. Past Record of Performance on Similar Contracts	25 pts
5. Familiarity with Contracting Agency	15 pts
6. Signed Campaign Contribution Disclosure Form	Pass/Fail
7. Letter of Transmittal	Pass/Fail
8. Conflict of Interest Certification	Pass/Fail
<u>TOTAL POINTS POSSIBLE</u>	<u>100 pts</u>

Additional:

New Mexico Preference – Resident Business Points (5%)	5 pts
New Mexico Preference – Resident Veterans Points (10)%	10 pts

B. Selection

1. The City of Raton selection committee will review and evaluate proposals.
2. The City will undertake negotiations with the top rated Offeror or multiple Offerors as determined to be in the best interest of the City of Raton.
3. Interviews will not be held with any of the Offerors. However, the City reserves the right to hold interviews if it deems necessary.

AWARD OF CONTRACT

The award shall be made to the responsible Offeror (or Offerors) whose proposal is most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the City's option, the City may decide to interview the top three (3) ranked firms to develop final rankings based on the proposals as final. Discussions may be conducted with Offerors which submit proposals determined to be reasonably qualified of being selected for award, but proposals may be accepted without such discussions.

TERMS & CONDITIONS

A. Acceptance of Conditions Governing the Procurement

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

B. Incurring Cost

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

C. Amended Proposals

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

D. Offeror's Rights to Withdraw Proposal

Offeror 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.

E. 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 receipt of a best and final offer if one is submitted.

F. Disclosure of Proposal Contents

The proposals will be kept confidential until contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The City of Raton 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 non-confidential portion 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-1 to 57-3A-8 & 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 Chief 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.

G. No Obligation

This procurement in no manner obligates the City of Raton or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities. This procurement does not establish an exclusive contract for provision of services.

H. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Raton.

I. 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 awarded vendor. The City of Raton's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

J. Legal Review

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

K. Governing Law

This procurement and any agreement with Offerors that may result shall be pursuant to the State of New Mexico Procurement Code, or other applicable statute or ordinance.

L. Basis for Proposal

Only information supplied by the City of Raton in writing through this RFP should be used as the basis for the preparation of Offeror proposals.

M. Contract Terms and Conditions

The City of Raton reserves the right to negotiate with a successful Offeror (or Offerors) provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Raton's terms and conditions as contained in this section, the Offeror must propose specific alternative language. The City of Raton may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City of Raton and will result in disqualification of the Offeror's proposal.

N. Offeror's Terms and Conditions

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

O. Contract Deviations

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

P. Right to Waive Minor Irregularities

The City of Raton Purchasing Agent reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirements provided that all otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

Q. Bribes, Gratuities & Kickbacks

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

R. Protest

Any protest by an Offeror must be timely and in conformance with NMSA 13-1-172 and applicable procurement regulations. 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 RFP. The 15-calendar day protest period shall begin on the day following the award of contract(s) and will end at 5:00 p.m. MST 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:

Michael Anne Antonucci, Procurement Officer
P.O. Box 910, 224 Savage Avenue
Raton, NM 87740

Protests received after the deadline will not be accepted.

S. Agency Rights

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

T. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become property of the City of Raton.

U. Contact with the City of Raton Officials or Staff Members

Any inquiries or requests regarding this procurement should be submitted, in writing, to Michael Anne Antonucci, City of Raton Chief Procurement Officer: P.O. Box 910, 224 Savage Avenue, Raton, NM 87740 or mantonucci@cityofraton.com. No inquiries shall be allowed after 5:00 P.M. MST January 27, 2021. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

V. Responsibility of Offeror

At all times, it shall be the responsibility of the Offeror to ensure its proposal is delivered to the City of Raton by the proposal due date and time. Proposals arriving late will not be considered.

W. Campaign Contribution Form

Offerors must complete Attachment No. 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. This requirement applies regardless whether a covered contribution was made to the identified elected officials. Failure to complete and return the signed unaltered form will result in disqualification.

X. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form, Attachment No. 3, which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of any resultant contract award.
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement in Section G.
 - b. Acceptance of Evaluation Factors contained in the RFP.
 - c. Acknowledge receipt of all amendments to this RFP.
 - d. Certify that the proposal submitted is valid for ninety (90) days after the deadline for submission of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

Y. Disclosure Regarding Responsibility:

Any prospective Offeror and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen

- property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
 - Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

The Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Firm is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Firm must provide immediate written notice to the Procurement Officer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Raton, the Chief Procurement Officer or City Manager may terminate the involved contract for cause. Still further the Chief Procurement Officer or City Manager may suspend or debar the Firm from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer or City Manager.

Z. Resident Business or Resident Veterans Preference:

To be awarded additional Resident Business or Resident Veterans preference points, Offerors must include a copy of their Certificate issued by New Mexico Tax & Revenue. Any business wishing to receive the preference must provide proper documentation. For more information, visit: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>.

ATTACHMENT NO. 1

REQUEST FOR PROPOSAL
Specialized Legal Services Related to Litigation, Water Resource, Electric Utility
and Special Redevelopment Counsel

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Attachment No. 4.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than 5:00 pm MST on **Monday, January 25, 2021**. 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.

Michael Anne Antonucci, Procurement Manager
P.O. Box 910, 224 Savage Avenue
Raton, NM 87740
Telephone: (575) 445-9551
Fax: (575) 445-3398
Email: mantonucci@cityofraton.com

ATTACHEMENT NO. 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Officials(s) if any:

Mayor – James Neil Segotta

Mayor Pro Tem – Linde' Schuster

Commissioner – Ronald Chavez

Commissioner – Donald Giacomo

Commissioner – Lori Chatterley

Municipal Judge – Roy Manfredi

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

ATTACHMENT NO. 3
LETTER OF TRANSMITTAL FORM

RFP #: _____ Offeror Name: _____

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

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

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

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

_____ I acknowledge receipt of all amendments to this RFP.

_____ I certify that the proposal submitted is valid for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

City of Raton

CONFLICT OF INTEREST CERTIFICATION

(Must be included with Proposal)

This Affirmation shall include both organizational and personal conflicts of interest.

I affirm that I (or my firm) _____ have no conflict of interest in performing the Scope of Work as specified in the Request for Proposals, and that I have identified any potential conflicts of interest as required in the RFP.

(Signature of Offeror or Offeror's Authorized Agent)

Date

(Printed or Typed Name and Title)

(Company Name, if applicable)

(Mailing Address)

(City, State, ZIP Code)

Conflict of Interest Form