

**SIERRA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**CLLA ADMINISTRATOR  
“County Livestock Loss Authority”**



**RFP #2024-05-020 CLLA**

**SIERRA COUNTY PROCUREMENT  
1712 N. DATE STREET SUITE D  
TRUTH OR CONSEQUENCES, NM 87901**

**CLLA ADMINISTRATOR**

**Issue Date: May 16, 2024**

**Question Deadline: May 23, 2024**

**Return “Acknowledgement of Receipt”: May 30, 2024 @ 10:00 AM**

**Submission of Proposal Due Date: June 4, 2024**

**NET 30**

**OTHER INFORMATION:**

**COMMODITY CODE REF: NIGP: 96102; UNSPSC: 80101500; NIGP: 61615**

**I. INTENT**

This Request for Proposal (RFP) announces the intent of the County of Sierra to seek qualified Vendors to provide administrative duties for the County Livestock Loss Authority, (CLLA). For more information, please, review- Website: <https://cllanm.org/>

**SUMMARY SCOPE OF WORK**

Administrator of County Livestock Loss Authority

Required activities include, but are not necessarily limited to, the following:

**I. Administrative Duties:**

Preparation of Agenda:

- Compile relevant topics and issues for discussion.
- Coordinate with Board members to gather input.
- Finalize and distribute agenda prior to meetings.
- Distribute complete packets for consideration by the Board at least 72 hours in advance of the meeting.

Preparation of Minutes:

- Attend all Board meetings and accurately record proceedings.
- Draft comprehensive meeting minutes.
- Distribute minutes to Board members in a timely manner for review and approval, but in no instance later than ten days after the meeting.

Public Records Act Custodian:

- Serve as the custodian of records in compliance with the Inspection of Public Records Act.
- Maintain records in an organized and accessible manner.
- Facilitate requests for public records as per legal requirements.

Website Maintenance:

- Update the County Livestock Loss Authority website with relevant information, announcements, and resources.
- Ensure the website remains current and user-friendly.

Promotion of Activities:

- Develop and implement strategies to promote the initiatives and activities of the County Livestock Loss Authority.
- Engage with stakeholders and the community to raise awareness.

- Present information to Legislators to lobby for funding.

#### Identifying Additional Funding:

- Research and pursue opportunities for securing additional funding to support the mission and operations of the County Livestock Loss Authority.
- Collaborate with relevant agencies and organizations.

#### Partnership Development:

- Cultivate relationships with governmental and non-governmental entities to foster collaboration and support for CLLA initiatives.
- Explore opportunities for joint projects and initiatives.

#### Claims Processing:

- Receive and process direct and indirect loss claims for compensation and preventative measures by producers.
- Ensure all necessary documents are collected and reviewed.
- Facilitate the submission of completed claim packets to the fiscal agent for payment.
- To work with Sierra County (Fiscal Agent) in the processing of the CLLA claim packets for processing and payments.

#### Financial Management:

- Prepare an annual budget for the CLLA in collaboration with the Board of Directors.
- Track expenditures and maintain financial records.
- Provide regular reports on financial status to the Board.

#### Reporting and Analysis:

- Prepare monthly spreadsheets for the Board of Directors, detailing the types of compensation made by the CLLA by county.
- Analyze trends and patterns to inform decision-making and resource allocation.

#### Fraud Prevention and Compliance:

- Propose and implement recommendations to safeguard against fraud and abuse within CLLA operations.
- Ensure compliance with relevant regulations and policies.

#### Communication and Coordination:

- Facilitate communication and coordination among Board members, stakeholders, and external partners.
- Serve as a central point of contact for inquiries and information dissemination.

Deliverables:

- Updated agenda, packet, and meeting minutes for each Board meeting.
- Maintained and updated CLLA website.
- Regular reports on financial status and claims processing.
- Monthly report to Board of Directors reflecting type and amount of compensation by County
- Recommendations for additional funding opportunities.
- Collaborative initiatives with governmental and non-governmental entities.
- Comprehensive records management in compliance with legal requirements.

The Administrator will be expected to fulfill the above-detailed responsibilities on an ongoing basis, with specific deadlines for certain tasks such as meeting preparation, financial reporting, and website updates. The Administrator may be required to undertake other duties as assigned by the Board of Directors to support the mission and objectives of the County Livestock Loss Authority.

NOTE: Contractor will be issued a laptop for all CLLA project related documents. All other materials shall be provided by contractor at their expense for services.

END OF SOW

## II. DEFINITIONS

**COUNTY-** Catron County

**VENDOR-** A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

**CONTRACTOR-** A vendor who signs a contract with County to preform services.

## III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit Five (5) copies of their proposal: Four (4) complete hard copies with one marked "ORIGINAL" Vendor signature, and One (1) complete copy on USB Flash Drive. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements in this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "SIERRA COUNTY RFP#2024-05-020-CLLA", and delivered by 2:00 P.M. on May \*, 2024 to:

**\*OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION IV.A (SEQUENCE OF EVENTS), BELOW. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

**PROCUREMENT LIBRARY**

**Jocelyn Holguin**  
Sierra County Chief Procurement Officer

<u>Delivery Address (Including proposal delivery):</u> 1712 N. Date Street Suite D Truth or Consequences, NM 87901	<u>Mailing Address:</u> 1712 N. Date Street Suite D Truth or Consequences, NM 87901
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Phone : (575) 894-6215  
E-mail : [jholguin@sierraco.org](mailto:jholguin@sierraco.org)

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Jocelyn Holguin's Delivery Address, above.

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

**Sierra county Procurement Department Website**

<http://www.sierraco.org> Located in Vendor Registry- See All Active RFPs, ITBs, RFQs

**New Mexico Procurement Code**

<https://www.nmcompcomm.us/search-laws>

Please visit the Sierra County website: <http://www.sierraco.org>- PROCUREMENT- FREE VENDOR REGISTRY LINK- For the opportunity to fill out and submit the Sierra County Vendor Registration form, which will allow you notifications of all addendums and future projects.

**NOTE: You will be required to be a registered vendor in Vendor Registry to see any updates.**

**Late or facsimile proposals will not be accepted.** It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.**

Note: the unauthorized use of the County's official logo is strictly prohibited.

**B. Proposers are required to submit with their proposal:**

- i. Table of Contents
- ii. Acknowledgement of Receipt \*(Mandatory- See Appendix-A)
- iii. Conflict of Interest \*(Mandatory- See Appendix-C)
- iv. Campaign Contribution Disclosure Form\* (Mandatory- See Appendix D)

- v. Resident Veterans/Local Preference (Mandatory- See Appendix E)
- vi. Letter of Transmittal Form (Mandatory-See Exhibit-A)
- vii. Proof of Insurance
- viii. License
- ix. Proof of Insurance
- x. Capability and Agreement to Perform
- xi. Requirements of Offeror Submitting Proposals
- xii. References
- xiii. Resume
- xiv. Cost Response Form\* (Mandatory- See Exhibit-C)
- xv. Other Supporting Material\*\*

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

\*\*See also Section III.C.3., immediately below.

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, Exhibit-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 Exhibit A **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. 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 Chief Procurement officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Chief Procurement Officer (CPO)	<b>May 16, 2024</b>
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	<b>May 30, 2024 @ 2:00 PM</b>
3. Pre-Proposal Conference	Potential Offerors (PO)	N/A
4. Deadline to Submit Questions	PO	<b>May 23, 2024 @ 10:00 AM</b>
5. Response to Written Questions/ RFP Amendments	Chief Procurement Officer (CPO) (To Be Determined)	<b>TBD</b>
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>June 4, 2024 @ 2:00 PM</b>
7. Proposal Evaluation	Evaluation Committee (EC)	<b>Pending</b>
8. Notification of Finalists (If desired)	Chief Procurement Officer (CPO)	<b>Pending</b>
9. Best & Final Offer (If requested)	Offerors	<b>Pending</b>
10. Oral Presentations (If requested)	Chief Procurement Officer (CPO) (To Be Determined)	<b>TBD</b>
11. Contract Negotiations (If needed)	Tentative winner/County CLLA	<b>TBD</b>
12. Contract Award*	Chief Procurement Officer /BCC*	<b>June 18, 2024</b>
13. Protest Deadline	Offerors	<b>15 Day of Notification</b>

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

## **B. EXPLANATION OF EVENTS**

### **AWARD OF THE CONTRACT:**

#### **1. SELECTION PROCESS**

The selection process will be a two-step process: 1) Proposal Evaluation; and 2) Price Negotiations. A Proposal Evaluation Team will evaluate proposals for professional competence of the proposers to perform the requested administrative duties as well as for the completeness of the proposal. The evaluating team will use a point-system for this purpose.

#### **2. PROPOSAL EVALUATION**

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

#### **3. BUSINESS ACTIVITY TAX:**

The Consultant may be subject to all New Mexico Tax Laws and will be responsible to abide by them.

#### **4. ISSUE RFP**

This RFP is being issued by the Sierra County Chief Procurement Officer on behalf of the Commissioners of Sierra County and the County Livestock Loss Authority (CLLA).

#### **5. RETURN OF "ACKNOLEGEMENT 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.

## **6. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS**

Written responses to written questions and any RFP amendments will 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.

## **7. NOTIFICATION TO THE FINALISTS**

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist offerors on the date indicated in Section IV.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 County.

## **8. ORAL PRESENTATIONS**

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Chief Procurement Officer will schedule the time for each Offeror’s presentation. All presentations will be made in a location to be specified in Truth or Consequences, NM 87901. Each presentation will be limited to a fixed amount of time as designated by the Chief Procurement Officer in the Oral Presentation requirement notification.

## **9. 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 the Sierra County Procurement Policy. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at 5:00 PM MDT on the date indicated in Section IV.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 Chief Procurement Officer. The protest must be delivered to the Certified Purchasing Agent.

Sierra County  
Attn. Jocelyn Holguin, Chief Procurement Officer  
1712 N. Date Street Suite D  
Truth or Consequences, NM 87901

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

## V. SPECIFICATIONS

### A. INFORMATION

#### 1. Background

This RFP is to secure Administrative Services for the County Livestock Loss Authority. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal may result in your proposal being classified as non-responsive. This Request for Proposal will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks.  
(13-1-191 SA 1978)

### B. MANDATORY REQUIREMENTS

#### Pass/Fail

#### 1. Conflict of Interest (0\* Points – Pass/Fail Only)

##### APPENDIX C

Sierra County Conflict of Interest-Debarment/Suspension Certification Form

#### 2. Campaign Contribution Disclosure Form (0\* Points-Pass/Fail Only)

##### APPENDIX D

Offeror must complete and sign the Campaign Contribution Disclosure Form

#### 3. Letter of Transmittal Form (0\* Points – Pass/Fail Only)

##### EXHIBIT A

Offeror must complete and submit the “Letter of Transmittal Form”

#### 4. Resident Veterans Preference Certification (0\* Points)

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-21 NMSA 1978. As amended Application of Preferences. Appendix E

#### 5. Insurance (0\* Points – Pass/Fail Only)

Offeror must submit a certificate of insurance. As per the terms of the sample contract in this RFP packet.

**6. License (0\* Points – Pass/Fail Only)**

Offeror must submit a valid business license with their submittals.

**Mandatory Requirements Points**

**7. Capability and Agreement to Preform (200 Points)**

Offeror certifies that they are capable and qualified to provide the products or services. The qualified consultant will have the ability to perform the Scope of Work requested in the RFP. Knowledge of the history of CLLA and its demands.

**8. Requirements of Offeror Submitting Proposals (200 Points)**

Offeror must at a minimum hold of communication skills, accuracy, funding sources for the program along with the ability to advocate on behalf of the CLLA per the Scope of Work requested in the RFP.

**9. Offeror (Offeror Team) Qualifications and Experience (200 Points)**

Offer must describe, in narrative form, their qualifications to accomplish the activities cited within this RFP Scope of Work, as well as relevant experience and past record of successful performance. Developing and implementing strategies, some legal, accounting, audit services for County Government, Municipalities and Colonia's.

**10. References (100 Points)**

Offeror must provide references of at least three (3) public entity.

**11. Resume (s) (100 Points)**

Offeror must provide a resume (s) provided based on the background and knowledge of each attorney who will be directly associated with the County.

**12. Cost Response Form (200 Points)**

EXHIBIT C- Cost to be tabulated and formatted into final score sheet.

**13. TOTAL POSSIBLE SCORED POINTS: 1000**

## IV. EVALUATION

### A. EVALUATION POINT SUMMARY

#### Cost (200 Points)

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

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

**Note: The Chief Procurement Officer will tabulate the points according the formula and include them in the final score sheet in accordance with the final scores weighted by evaluating committee with section IV.B.7- IV.B.13.**

**Total Possible Points- Score Based on Combined Totals of selected Committee Evaluations and Scoring.**

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.	MANDATORY REQUIREMENTS	POINTS AVAIL.
	<b>PASS/FAIL ONLY</b>	
IV.B.1	Conflict of Interest- Appendix C	0*
IV.B.2	Campaign Contribution Disclosure Form- Appendix D	0*
IV.B.3	Letter of Transmittal Form- Exhibit A	0*
IV.B.4	Resident Veterans Preference Certification- Appendix E	0*
IV.B.5	Insurance	0*
IV.B.6	License	0*
	<b>POINTS</b>	
IV.B.7	Capability and Agreement to Perform	200
IV.B.8	Requirements of Offeror Submitting Proposal	200
IV.B.9	Offeror (Offeror Team) Qualifications and Experience	200
IV.B.10	References	100
IV.B.11	Resume	100
IV.B.12	Cost Response Form- Exhibit C	200
<b>IV.B.13</b>	<b>Total Possible Awarded Points</b>	<b>1,000</b>
<b>TOTAL</b>		

**\*Pass/Fail only.**

**B. BASES OF AWARD**

In accordance with combined committee evaluations and scoring based on the pointed criteria and cost formula, the Chief Procurement Officer, will issue a final determination based on the committee member's unanimous agreement for the selected firm, to represent the County of Sierra for Legal Services. Once the decision has been solidified the awarded contract agreement will be presented to the County Commission for approval.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Request for Proposals**

**Sierra County RFP #2024-05-020**

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

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than May 30, 2024.**

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:

**Jocelyn Holguin**  
Chief Procurement Officer  
1712 N. Date Street Suite D  
Truth or Consequences, NM 87901  
Phone : (575) 894-6215  
E-mail : [jholguin@sierraco.org](mailto:jholguin@sierraco.org)

**APPENDIX B**

**ACKNOWLEDGMENT OF ADDENDA  
THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND  
RETURNED WITH THE RFP # 2024-05-020**

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_ Dated \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that the Responder has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Responder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

**COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NEW MEXICO GROSS RECEIPTS TAX NO** \_\_\_\_\_

**FEDERAL EMPLOYER ID NUMBER (FEIN)** \_\_\_\_\_

***NEW MEXICO LOCAL PREFERENCE NUMBER:*** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**PRINTED OR TYPED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX C (MANDATORY)**

**SIERRA COUNTY CONFLICT OF INTEREST-DEBARMENT/SUSPENSION  
CERTIFICATION FORM  
THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE  
ORDER/AGREEMENT IS \$20,000 OR GREATER**

**CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

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

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

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

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at

any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the County Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or bid but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name Typed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address \_\_\_\_\_ City/State/zip: \_\_\_\_\_

## APPENDIX D (MANDATORY)

### 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 an bid 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 INVITATION TO BID 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law 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 period commencing with the public notice of the Invitation To Bid and ending with the award of the contract or the cancellation of the Invitation To Bid.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed RFP process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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 Official (s): *Travis Day, James E. Paxon and Hank Hopkins*

(Completed by State Agency or Local Public Body)

**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)

**APPENDIX E (MANDATORY)**

**RESIDENT VETERANS NATIVE AMERICAN  
PREFERENCE CERTIFICATION**

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

**PLEASE CHECK ONLY ONE BOX FROM THE (2) CHECK BOXES LISTED BELOW:**

\_\_\_ I declare that my organization is **ineligible** to receive New Mexico Resident Veterans Native American Preference.

\_\_\_ I declare that my organization is **eligible** to receive New Mexico Resident Veterans Native American Preference

**Please Indicate:** Veteran Preference \_\_\_\_\_ 10% under \$6 Million.

Resident Preference: \_\_\_\_\_ 8%

Native American Resident: \_\_\_\_\_ 8%

AN ACT

RELATING TO PROCUREMENT; AMENDING THE RESIDENT VETERAN BUSINESS PREFERENCE; REPEALING LAWS 2012, CHAPTER 56, SECTION 2 AND LAWS 2012, CHAPTER 56, SECTION 6.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1. Section 13-1-21 and 22 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21 and 22. APPLICATION OF PREFERENCES. -- EFFECTIVE DATE. --The effective date of the provisions of this act is August 2022.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Engineer Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

---

**(Signature of Business Representative) \***

**(Date)**

\*Must be an authorized signatory for the Business.

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

**EXHIBIT A (MANDATORY)**

**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:

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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	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section VI. Specifications
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP #2024-05-020
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2024  
Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

**EXHIBIT B**

**RFP Question Submittal Form**

**RFP #2024-05-020**

All written questions must be addressed to the Buyer for this RFP. Bidders are to submit written questions using the format below, or submitted in similar format sequence. Written responses to the questions received will be distributed by Sierra County Procurement Agent as addenda to this RFP solicitation. Submit questions to [jholguing@sierraco.org](mailto:jholguing@sierraco.org)

<b>Question #</b>	<b>Reference Page/Paragraph/Sec</b>	<b>Question</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Question Deadline: May 23, 2024 @ 10:00 AM MDT**

**EXHIBIT C (MANDATORY)**

**COST RESPONSE FORM**

**Sierra County RFP #2024-05-020**

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

OFFEROR NAME: \_\_\_\_\_

TOTAL HOURLY FIXED RATE WITHOUT GRT \$ \_\_\_\_\_

WRITTEN IN WORDS: \_\_\_\_\_

TOTAL MONTHLY FIXED RATE WITHOUT GRT \$ \_\_\_\_\_

WRITTEN IN WORDS: \_\_\_\_\_

**TOTAL PROPOSED COST WITHOUT GRT \$ \_\_\_\_\_**

**WRITTEN IN WORDS:**  
\_\_\_\_\_

OTHER COST/EXPENSES WITHOUT GRT \$ \_\_\_\_\_

(PLEASE, PROVIDE EXPLANATION ON SEPARATE DOCUMENTS AND REFERENCE)

WRITTEN IN WORDS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED VENDOR:

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
DATE

**EXHIBIT D**

**SAMPLE CONTRACT**

**CLLA LIVESTOCK LOSS AUTHORITY**

THIS AGREEMENT is made and entered into by and between the County Livestock Loss Authority, hereinafter referred to as the "CLLA" and [contractor], hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Sierra County Purchasing Agent and the Board of Directors of the CLLA.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The CLLA shall pay to the Contractor in full payment for services satisfactorily performed [insert amount] annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$[insert amount] shall be paid by the CLLA to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$[insert amount]. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

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

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the CLLA finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the CLLA that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the CLLA shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement is for one (1) year from the date of approval by the CLLA Board of Directors. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

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

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

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of CLLA Directors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of CLLA Directors, this Agreement shall terminate immediately upon written notice being given by the CLLA to the

Contractor. The CLLA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the CLLA proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the CLLA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the CLLA. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the CLLA within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the CLLA whose official act, while in CLLA employment, directly resulted in the CLLA's making this Agreement;

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

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

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

notwithstanding anything in the Agreement to the contrary, the CLLA may immediately terminate the Agreement.

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

**13. Amendment.**

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

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the CLLA.

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

CLLA shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold CLLA harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by CLLA in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any CLLA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any CLLA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the CLLA are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the CLLA. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the CLLA shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the

parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the CLLA until it is executed by the Board of CLLA Directors after voting on the contract at a public meeting or unless it is executed by the CLLA Administrator, pursuant to the Administrator's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the CLLA against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the CLLA based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the CLLA for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the CLLA shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the CLLA the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the CLLA to the extent such modification is the cause of the claim.

**36. Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with minimum coverage in an amount not less than the then current limits established by the New Mexico Tort Claims Act and the New Mexico Civil Rights Act. The Contractor must additionally supply the County Livestock Loss Authority a declarations page reflecting the requisite level of coverage and naming Sierra County and the County Livestock Loss Authority as additional insureds.

**37. Notices.**

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

To: County of Sierra

Jocelyn Holguin, Chief Procurement Officer  
1712 N. Date Street Suite D  
Truth or Consequences, NM 87901

To the Contractor's  
Printed Name:  
Address:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NAME AND TITLE OF CONTRACTOR

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amber Vaughn, County Manager

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_ day of \_\_, 2024.

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Travis Day, Chair

---

James E. Paxon, Vice- Chair

---

Hank Hopkins, Commissioner

Attest:

---

Shelly Trujillo  
Sierra County Clerk

**Sierra County Chief Procurement Officer:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jocelyn Holguin, CPO  
Sierra County

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of CLLA Directors below.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name]

Printed Name: [Name]  
Address: [address]

**COUNTY LIVESTOCK LOSS AUTHORITY**

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY LIVESTOCK LOSS AUTHORITY**

\_\_\_\_\_  
James Paxon, Chairman, Sierra County Director

\_\_\_\_\_  
Audrey McQueen, Catron County Director

\_\_\_\_\_  
Ray Martinez, Socorro County Director

\_\_\_\_\_  
Tom Paterson, Livestock Producer Rep.

\_\_\_\_\_  
Nelson Shirley, NGO Representative

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CLLA Certified Purchasing Officer

Printed Name: Jocelyn Holguin, CPO  
Address: 1712 N. Date Street  
Truth or Consequences, NM 87901

**Attachment 1**

**Scope of Work  
Administrator of County Livestock Loss Authority**

Required activities include, but are not necessarily limited to, the following:

**I. Administrative Duties:**

**Preparation of Agenda:**

- Compile relevant topics and issues for discussion.
- Coordinate with Board members to gather input.
- Finalize and distribute agenda prior to meetings.
- Distribute complete packets for consideration by the Board at least 72 hours in advance of the meeting.

**Preparation of Minutes:**

- Attend all Board meetings and accurately record proceedings.
- Draft comprehensive meeting minutes.
- Distribute minutes to Board members in a timely manner for review and approval, but in no instance later than ten days after the meeting.

**Public Records Act Custodian:**

- Serve as the custodian of records in compliance with the Inspection of Public Records Act.
- Maintain records in an organized and accessible manner.
- Facilitate requests for public records as per legal requirements.

**Website Maintenance:**

- Update the County Livestock Loss Authority website with relevant information, announcements, and resources.
- Ensure the website remains current and user-friendly.

**Promotion of Activities:**

- Develop and implement strategies to promote the initiatives and activities of the County Livestock Loss Authority.
- Engage with stakeholders and the community to raise awareness.
- Present information to Legislators to lobby for funding.

**Identifying Additional Funding:**

- Research and pursue opportunities for securing additional funding to support the mission and operations of the County Livestock Loss Authority.
- Collaborate with relevant agencies and organizations.

Partnership Development:

- Cultivate relationships with governmental and non-governmental entities to foster collaboration and support for CLLA initiatives.
- Explore opportunities for joint projects and initiatives.

Claims Processing:

- Receive and process direct and indirect loss claims for compensation and preventative measures by producers.
- Ensure all necessary documents are collected and reviewed.
- Facilitate the submission of completed claim packets to the fiscal agent for payment.
- To work with Sierra County (Fiscal Agent) in the processing of the CLLA claim packets for processing and payments.

Financial Management:

- Prepare an annual budget for the CLLA in collaboration with the Board of Directors.
- Track expenditures and maintain financial records.
- Provide regular reports on financial status to the Board.

Reporting and Analysis:

- Prepare monthly spreadsheets for the Board of Directors, detailing the types of compensation made by the CLLA by county.
- Analyze trends and patterns to inform decision-making and resource allocation.

Fraud Prevention and Compliance:

- Propose and implement recommendations to safeguard against fraud and abuse within CLLA operations.
- Ensure compliance with relevant regulations and policies.

Communication and Coordination:

- Facilitate communication and coordination among Board members, stakeholders, and external partners.
- Serve as a central point of contact for inquiries and information dissemination.

Deliverables:

- Updated agenda, packet, and meeting minutes for each Board meeting.

Maintained and updated CLLA website.

- Regular reports on financial status and claims processing.
- Monthly report to Board of Directors reflecting type and amount of compensation by County
- Recommendations for additional funding opportunities.
- Collaborative initiatives with governmental and non-governmental entities.
- Comprehensive records management in compliance with legal requirements.

The Administrator will be expected to fulfill the above-detailed responsibilities on an ongoing basis, with specific deadlines for certain tasks such as meeting preparation, financial reporting, and website updates. The Administrator may be required to undertake other duties as assigned by the Board of Directors to support the mission and objectives of the County Livestock Loss Authority.

NOTE: Contractor will be issued a laptop for all CLLA project related documents. All other materials shall be provided by contractor at their expense for services.

END