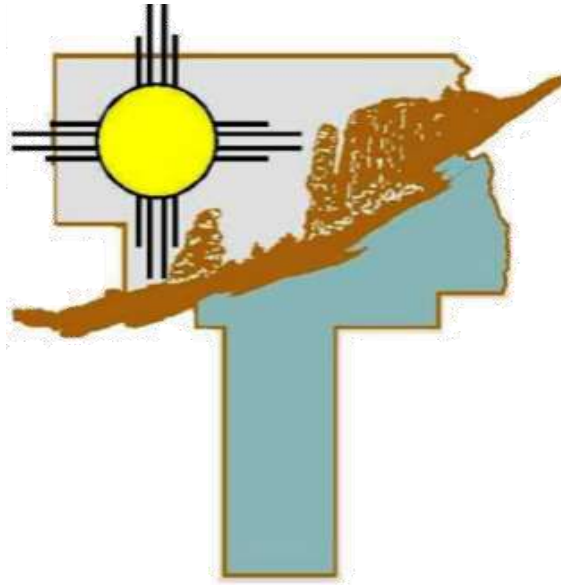


**REQUEST FOR PROPOSAL  
COUNTY OF GRANT**



**RFP 18-04**

**REQUEST FOR PROPOSALS  
FOR  
OPIOID LITIGATION SERVICES  
FOR GRANT COUNTY**

**CONTRACTING AGENCY:**

County of Grant

1400 Hwy 180 East

Silver City, New Mexico 88061

Telephone: (575) 574-0003

**Deadline for Submission: Tuesday, June 26, 2018 by 3:00 PM MST**

**Procurement Manager: Jacob Zamora**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>I. INTRODUCTION</b>	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. SUMMARY SCOPE OF SERVICES	4
C. PROCUREMENT OFFICER	4
D. DEFINITION OF TERMINOLOGY	4-5
<b>II. CONDITIONS GOVERNING THE PROCUREMENT</b>	
A. SEQUENCE OF EVENTS	6
B. EXPLANATION OF EVENTS	6-7
C. EVALUATION PROCESS	7-8
D. GENERAL REQUIREMENTS	8-10
<b>III. RESPONSE FORMAT AND ORGANIZATION</b>	
A. NUMBER OF RESPONSES	11
B. NUMBER OF COPIES	11
C. PROPOSAL FORMAT	11
D. PROPOSAL ORGANIZATION	11-12
<b>IV. SCOPE OF SERVICES</b>	13
<b>V. SUBMITTAL REQUIREMENTS</b>	13-14
<b>VI. EVALUATION CRITERIA</b>	14-15
<b>VII. PROPOSED DRAFT AGREEMENT</b>	16-22
<b>APPENDIX A – SUBMITTAL LETTER FORM</b>	22
<b>APPENDIX B – ACKNOWLEDGEMENT OF RECEIPT FORM</b>	23
<b>APPENDIX C – CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b>	24-25
<b>APPENDIX D – VENDOR INFORMATION</b>	26
<b>APPENDIX E – REQUEST FOR TAX PAYER INFORMATION</b>	27
<b>APPENDIX F – NON-COLLUSION AFFIDAVIT</b>	28
<b>APPENDIX G – CERTIFICATE REGARDING DEBARMENT</b>	29
<b>APPENDIX H – RELATED PARTY</b>	30
<b>COST RESPONSE FORM</b>	31
<b>PROPOSAL CHECKLIST</b>	32

# **Are you on our “bid/proposal list”?**

## **Information Regarding Accessing Grant County Bids and Requests for Proposals (RFPs)**

Would you like to have full access to all Grant County Bid/PROPOSAL opportunities? Would it be convenient for you to have automatic notification when Grant County or other public agencies issue solicitations for products or services that you offer? Grant County posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register. Our main registration site is listed below or you can go to the County’s website at [www.grantcountynm.com](http://www.grantcountynm.com), under County Administration, Free vendor registration or and click on the “BIDS/RFPS” link.

Grant County is pleased to offer a free, online vendor registration system, powered by Vendor Registry where you can view and download all Grant County Bid and most Request for Proposals (RFPs), as well as other public agencies throughout New Mexico and the States, **free of charge**. Automatic notification services and access to term contracts are also available.

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

On behalf of GRANT COUNTY (County), the Grant County Manager's Office is soliciting proposals from a qualified law firm to provide legal counsel services as described herein.

### B. SUMMARY SCOPE OF SERVICES

The Board of County Commissioners seek to retain the services of a law firm to act as its legal counsel to provide advice and legal representation to the County in connection with an investigation and possible litigation involving the manufacture, marketing, sale, and distribution of prescription opioid products in GRANT COUNTY. See Section IV for specific details.

### C. PROCUREMENT OFFICER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Officer listed below. Attempts to contact anyone other than the Procurement Officer that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Jacob Zamora, Purchasing Officer Grant  
County Manager's Office  
1400 Highway 180 E  
Silver City, New Mexico 88061

Telephone: (575) 574-0003  
Fax: (575) 574-0073  
E-mail jzamora@grantcountynm.com

### D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

*"Addendum"* shall mean a change, addition or supplement to the information provided in this RFP document.

*"Agreement"* shall mean a duly executed and legally binding contract.

*"Contractor"* shall mean successful Offeror.

*"County"* shall refer to the County of Grant located in Silver City, New Mexico.

*"County Purchasing Department"* means the purchasing agent for the County of Grant, New Mexico, or a designated representative thereof.

*"Desirable"* means the terms **"may"**, **"can"**, **"should"**, **"preferably"**, or **"prefers"** identifies a desirable or a discretionary item or factor for the Department to determine.

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

*"Evaluation Committee Report"* means a report prepared by the Procurement Officer on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

*"Finalist"* is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

*“Mandatory”* means the terms *“must”*, *“shall”*, *“will”*, *“is required”*, or *“are required”*, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

*“Notice of Award”* shall mean a formal written notice by the Purchasing Department. *“Offeror”* is any person, corporation, or partnership who chooses to submit a proposal. *“Owner”* is synonymous with the County.

*“Procurement Officer”* means the person or designee authorized by the Purchasing Department to manage or administer procurements requiring the evaluation of competitive sealed proposals.

*“Purchase Order”* means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

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

*“Resident Business”* means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978 but does not include a resident veteran business.

*“Resident Veteran Business”* means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978.

*“Responsible Offeror”* means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

*“Selection Committee”* means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Officer shall provide only technical assistance requested by the committee.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue of RFP	County Purchasing Department	Friday, June 01, 2018
Non-Mandatory Conference	Purchasing Section., /Selection Committee, Offerors	Wednesday, June 06, 2018 3:00 PM MST
Acknowledge of Receipt Form Due (Appendix B)	Potential Offeror	Wednesday, June 06, 2018 5:00 PM MST
Deadline to Submit Questions	Potential Offeror	Thursday, June 14, 2018 11:00 AM MST
Response to Written Questions/RFP	Purchasing Section., /Selection Committee	Friday, June 15, 2018 by 5:00 PM MST
Submission of Proposal	Offerors	Tuesday, June 26, 2018 by 3:00 PM MST
Interviews (if applicable)	Selection Committee, Finalists	To be determined (TBD)
Contract Negotiations	Purchasing Section /Selection Committee	To be determined (TBD)
Award*	Grant County Commission	Week of July 16, 2018 (Approx)

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

### B. EXPLANATION OF EVENTS

1. Distribution of RFP Document: - This RFP is issued by the County Purchasing Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The County Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected.
2. Questions/Clarifications - Between the time of issuance of the RFP and the non-mandatory conference, prospective Offerors are encouraged to write or e-mail the Procurement Officer (See Section I.C), concerning any questions about the scope of services or the RFP schedule. Additional copies of the RFP can be obtained from the Procurement Officer.
3. Non-Mandatory Conference

**A non-mandatory conference will be held Wednesday, June 06, 2018 3:00 PM MST** at the Grant County Manager's Office, 1400 Highway 180 East, Silver City, New Mexico, 88061. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Officer (See Section I.C). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the non-mandatory conference.

**Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.**

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until **Thursday, June 13, 2018 11:00 AM MST**. All written questions must be submitted to the Procurement Officer via postal service, hand-delivery, electronic mail, or facsimile (See Section 1.C). All responses to written questions will be distributed via the County Vendor Registry or e-mail to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions.

5. Response to Written Questions/RFP Addendums

Written responses to written questions that result in an RFP Addendum will be distributed in writing via the County Vendor Registry or e-mail to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. **Any Addendum issued prior to the submittal deadline shall become a part of the RFP.**

6. Submission of Proposal - All Offeror proposals must be received for review and evaluation, no later than **Tuesday, June 26, 2018 by 3:00 PM MST**, addressed to the Grant County Manager's Office, 1400 Highway 180 East, Silver City, New Mexico, 88061. The Purchasing Department will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. **Proposals received after this deadline will not be accepted.** Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **RFP 18-04**. Proposals by facsimile or any other method **will not** be accepted.

**THE OFFICIAL TIME WILL BE POSTED IN THE GRANT COUNTY MANAGER'S OFFICE THE DAY OF THE PROPOSAL DUE DATE. THE OFFICIAL TIME MAY OR MAY NOT COINCIDE WITH CELLULAR TIME. IT IS YOUR RESPONSIBILITY TO CHECK AND SUMBIT YOUR PROPOSAL ACCORDING TO THE SPECIFICATION WITHIN THE PROPOSAL PACKET. NO EXCEPTIONS.**

## C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness – For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Department.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be averaged to determine the overall ranking of proposals. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.
3. Status Notification of Finalists/Non-Finalists (if applicable) – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview or negotiation process. Finalists will be those Offerors whose proposals have been selected to continue in either the interview or negotiation process. Non finalists are those Offerors whose proposals have not been selected to continue in either the interview or negotiation process.
4. Best and Final Offers – Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Department. Interview scoring will total an additional maximum 100 points. The points are equally divided between the prepared questions and each member will allocate points. The individual member rankings will be

averaged to determine the overall ranking of Finalists.

The Offeror with the highest combined averaged ranking from the evaluation factors in Section VI. EVALUATION CRITERIA, Item C and the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

#### **D. GENERAL REQUIREMENTS**

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Jacob Zamora Procurement Officer  
1400 Highway 180 East  
Silver City, NM 88061

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences – This procurement is subject to the application of preferences, pursuant to §13-1-21, NMSA 1978. Offerors are not eligible to receive both a Resident Business Preference and a Resident Veteran Business preference. Section VI provides further detail regarding how preference points will be calculated.

**Resident Business Preference:** In accordance with §13-1-22, NMSA 1978, to receive additional points based on preference, the Offeror shall submit with its proposal, a copy of a valid Resident Business Certificate issued by the New Mexico Taxation and Revenue Department.

**Resident Veteran Business Preference:** In accordance with §13-1-22, NMSA 1978, to receive additional points based preference, the Offeror must submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Taxation and Revenue Department.

4. Subcontractors - All work that may result from this procurement must be performed by the successful Offeror and payments will only be made to the successful Offeror.
5. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Department personnel will not collate or assemble proposal materials.
6. Right to Reject Proposal – The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
7. Offerors Rights to Withdraw Proposal – Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Department. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Department.
8. Disclosure of Proposal Contents – A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout



the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.

9. Confidentiality/Public Records – Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County’s determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County’s treatment of records as public records.

10. Cancellation – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Department determines such action to be in the best interest of the County.
11. Sufficient Appropriation – Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County’s decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

12. Grant County Governmental Conduct Policy – The successful Offeror shall abide by Grant County Governmental Conduct Policy as it applies to the successful Offeror’s interactions with the County. Any violation of the Grant County Governmental Conduct Policy shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).
13. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section VI.
14. Standard Agreement – A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror 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 Agreement.
15. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978
16. Right to Waive Minor Irregularities - The Purchasing Department reserves the right to waive minor irregularities. The Purchasing Department also reserves the right to waive mandatory requirements if the mandatory requirement not met does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Department.
17. Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick- backs.
18. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
19. Ownership of Documents - Any specifications, and other project documents are the property of the County.
20. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in

the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services

21. It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award..
22. Insurance Requirements – Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 14, attached hereto.
23. Proof of licensing – The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, etc).
24. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Offeror.  
  
If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.
25. Existing Agreements — Under the terms and conditions of this proposal, all public bodies allowed by law may procure services under this request for proposals as described herein. Any services procured pursuant to this request for proposals shall be subject to the terms and conditions described herein. Each public body shall be responsible for their own procurement of services pursuant hereto and Grant County accepts no responsibility for other entities.  
  
Grant County does not in any way guarantee the Offeror the opportunity to provide services other than for Grant County's needs as described herein; other cooperative agencies only have an option to participate off this request for proposals and will be liable for their own requirements.
26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.

**(Intentionally Left Blank)**

### III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

#### A. NUMBER OF RESPONSES

**Offeror's may submit only one (1) proposal.**

#### B. NUMBER OF COPIES

Offeror's shall deliver an original plus three (3) identical copies (4 total) of **Binder #1** and one (1) original and one (1) identical copy (2 total) of **Binder #2** of their proposal, to the location specified on or before the closing date and time for receipt of proposals. **ORIGINALS** shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Offeror's proposals.

#### C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper. The proposal must be limited in format and length. All fold-out sheets, up to a maximum of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the Proposal shall be limited to a maximum of forty (40) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the forty (40) page maximum count shall include and shall be limited to:

- Front cover (blank on backside)
- Divider pages (blank except for title information)
- Table of Contents (one page maximum)
- Submittal Letter Form
- Campaign Contribution Form
- Certificate(s) of insurance
- Resident Business Certificate
- Resident Veteran Business Certificate
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE FORTY (40) PAGE MAXIMUM.

#### D. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

##### **Binder #1 (Mandatory)**

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix A), which contains the following information:
  - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
  - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
  - C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
  - D. Acknowledges receipt of any and all Addendums to this RFP;
  - E. Statement of Concurrence: Pay Equity Reporting. A yes response will serve as the Offeror's concurrence to comply with the Pay Equity Reporting Requirements, or the Offeror may provide its initials indicating Pay Equity Reporting Requirements is not applicable (see Section II.D.4.A for further details).

**F. By signing the form the Offeror is explicitly indicating the following:**

1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
3. A commitment to comply and act in accordance with the following: Federal Executive Orders relating to the enforcement of civil rights;  
New Mexico State Statutes and County of Grant Ordinances regarding enforcement of civil rights;  
Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;  
Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964;  
Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

3. Proposal Summary (optional)\*
4. Response to Proposal Requirements (except for cost response)
5. Additional Required Materials

**Binder 2**

1. Appendix Items: B,C\*,D,E,F,G,H, COST RESPONSE FORM  
\*Appendix C: Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.
2. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 for additional information).
3. Copy of License/Certificates applicable to job.
4. Offeror's Additional Terms and Conditions\*\*

\*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

\*\*If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the forty (40) page maximum.

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

#### **IV. SCOPE OF SERVICES**

Counsel will evaluate the merits of and, to the extent desired by the County, pursue litigation against opiate manufacturers, distributors and others related to the impact of opiate manufacturing, marketing and distribution and use on Grant County. Counsel shall be retained with no costs or other compensation paid to counsel except as part of any settlement monies received or damages awards paid. The County is not responsible for any of the costs or fees of the legal services. The law firm must as a matter of course, possess resources sufficient to advance all costs, including the costs of any experts needed to perform or assist in the performance of the work contemplated by this Request for Proposal.

Representation will include significant evaluative and investigative work. Counsel will have to communicate with the County Attorney on a regular basis and may have to meet and/or confer with the Board of County Commissioners from time to time. Litigation may include drafting of pleadings, motions, briefs, and allow other papers to be filed in court; conducting and responding to discovery; attending all settlement negotiations, pre-trial, trial and post-trial court appearances; and handling all appeals.

Contractor shall:

- A) Evaluate the merits of and, to the extent desired by the County, pursuing litigation against opiate manufacturers, distributors and others related to the impact of the opiate epidemic on McKinley County. The successful offeror shall collaborate with other public entities if the County, in consultation with the successful offeror determines such collaboration to be in the best interest of the County.
- B) Be responsible for legal research, advice and representation concerning the distribution and manufacture of opiate and the impact of opiates on Grant County.
- C) Brief County officials, employees and the County Attorney on all matters related to this Scope of Work of this RFP.
- D) Provide copies of all litigation correspondence and pleadings produced and received in connection with that litigation and give timely written notice to the County Attorney on any and all pleadings, dispositive motions, rulings, hearings, trials, mediations or settlement negotiations and any other legal events relevant to the Scope of Work of this RFP.
- E) Meet, coordinate with and submit interim reports to the County Attorney on a basis to be determined by the County Attorney, but not less than monthly.

#### **V. SUBMITTAL REQUIREMENTS**

Offeror(s) must respond to the following:

A. Minimum Qualifications:

The Offeror must have been admitted to practice in any relevant state and/or federal court as necessary for proper representation in the opioid litigation. The lead attorney representing the county must be admitted to practice for at least ten (10) years in the State of New Mexico or be admitted to practice in the state and federal courts of any other jurisdiction within the United States and associate with a duly licensed New Mexico attorney for court appearances if necessary.

The Offeror must be Co-Lead counsel or on Plaintiff's Executive Committee in the National Prescription Opioid Multidistrict Litigation in the United States District Court, Northern District of Ohio, Eastern Division, MDL No. 2804, Case No. 17-md-02804.

B. A description of the firm's proposed strategy for the Litigation.

- C. Demonstrate knowledge of and experience in undertaking complex commercial litigation-- preferably complex consumer fraud and unfair deceptive trade practices litigation, and/or complex fraud and regulatory--related investigations against multiple defendants.
- D. Demonstrate the possession of resources to fund the investigation and litigation of complex commercial litigation--preferably complex consumer fraud and unfair deceptive trade practices litigation, and/or complex fraud and regulatory--related investigations against multiple defendants on a zero fee form of compensation.
- E. Demonstrate knowledge of and experience in the investigation and litigation of a claim regarding a local or state government claim against manufacturers, distributors, and ancillary persons or entities who introduce dangerous, but otherwise lawful substances (e.g., tobacco, opioid products) to residents of said local government or state in violation of fair trade practice statutes, false advertising statutes, and common law causes of action.
- F. A demonstration of the administrative structure of the representation (i.e., proposed staffing assignments), the proposed work plan, the soundness of its approach, and an understanding of the needs of the County in this litigation. Knowledge of and experience representing local government boards and commissions including due process hearings, legal research and drafting administrative rules and regulations for such boards.
- G. Proposed fee arrangement and sufficient resources to advance all costs, including the costs of any experts needed to perform or assist in the performance of the work contemplated by this request for proposals.

## VI. EVALUATION CRITERIA

- A. **Selection Process:** The County Manager shall name, for the purposes of evaluating the proposals, a Selection Committee. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Committee for clarification, best and final offers, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.
- B. **Evaluation Criteria:** A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C.

Evaluation Factors	Points Possible
1. A description of the proposed strategy for the Litigation.	20
2. Demonstrate knowledge of and experience in undertaking complex commercial litigation-- preferably complex consumer fraud and unfair deceptive trade practices litigation, and/or complex fraud and regulatory--related investigations against multiple defendants.	20
3. Demonstrate the possession of resources to fund the investigation and litigation of complex commercial litigation--preferably complex consumer fraud and unfair deceptive trade practices litigation, and/or complex fraud and regulatory--related investigations against multiple defendants on a zero fee form of compensation.	20

4. Demonstrate knowledge of and experience in the investigation and litigation of a claim regarding a local or state government claim against manufacturers, distributors, and ancillary persons or entities who introduce dangerous, but otherwise lawful, substances (e.g., tobacco, opioid products) to residents of said local government or state in violation of fair trade practice statutes, false advertising statutes, and common law causes of action.	<b>15</b>
5. A demonstration of the administrative structure of the representation (i.e., proposed staffing assignments), the proposed work plan, the soundness of its approach, and an understanding of the needs of the County in this litigation. Knowledge of and experience representing local government boards and commissions including due process hearings, legal research and drafting administrative rules and regulations for such boards.	<b>15</b>
6. Proposed fee arrangements and sufficient resources to advance all costs, including the costs of any experts needed to perform or assist in the performance of the work contemplated by this request for proposals.	<b>10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**D. Interviews (applicable to Finalists only)**

If an interview is held, the Purchasing Department will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may at their discretion request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

- E. Application of Preferences (Point-Based): The preference points shall be calculated by multiplying the applicable preference percentage (see Section II.D.3 for applicable preference percentage) by the "Total Possible Points" in Section C above. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3, will receive additional points, which will be added to their already evaluated score.

**Note: if an interview is not held, the preference points will be based on the "Total Points" of Section C only.**



**SECTION VII**  
**PROPOSED DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Grant, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Opioid Litigation Services for Grant County, RFP No. 18-04, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated \_\_\_\_\_ 2018, in response to RFP No. RFP 18-04, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services**

The Contractor shall provide the following legal services and representation in relation to opioid investigation and litigation:

- a) Evaluate the merits of and, to the extent desired by the County, initiate and pursue litigation against opiate manufacturers, distributors and others related to the impact of the opiate epidemic and crisis on Grant County. Contractor shall collaborate with other public entities if the County, in consultation with the Contractor, determines such collaboration to be in the best interest of the County.
- b) Be responsible for legal research, advice and representation concerning the marketing, advertising, distribution, and manufacture of opiates and the impact of opiates on Grant County. Contractor shall be solely responsible for all fees and costs associated with this representation unless there is a Recovery.
- c) Brief County officials and the County Attorney on all matters related to this Scope of Work.
- d) Provide copies of all litigation correspondence and pleadings produced and received in connection with litigation on behalf of the County and give timely written notice to the County Attorney on any and all pleadings, dispositive motions, rulings, hearings, trials, mediations or settlement negotiations and any other legal events relevant to this Scope of Work.
- e) Meet, coordinate with and submit interim reports to the County Attorney on at least a monthly basis.
- f) Refrain from making any settlement or compromise of any nature of any of the County's claims without the County's prior approval. The County has the absolute right to accept or reject any settlement or compromise. The County agrees to seriously consider any settlement offer Contractor recommends before making a decision to accept or reject such offer.

**2. Term**

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

**3. Use of Agreement**

With the consent of the Contractor, other Central Purchasing Departments (NMSA (1978) § 13-1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.



#### 4. **Termination of Agreement**

The County may terminate this Agreement at any time with or without cause by providing thirty (30) days' written notice. In the event of such termination, neither party shall have any rights against the other party, except as described herein. In the event of a recovery by the County against the Defendants of a claim brought by Contractor, Contractor shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Contractor may withdraw with the County's consent, or within sixty (60) days after giving written notice to the County, for good cause.

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.

Good cause includes the County's breach of this Agreement and/or the County's refusal to cooperate with the Contractor in pursuing this litigation, the Contractor's determination that there is a lack of merit to any claims, or any other fact or circumstance that would render Contractor's continuing representation unlawful or unethical. Any notice of termination shall include the effective date of termination and shall be served by delivery to the following addresses:

The official address of the County is:

The official address of the Contractor is:

Grant County Manager's Office

1400 Highway 180 E  
Silver City, NM 88061

Or

PO Box 898  
Silver City, NM 88062

---

---

---

#### 5. **Termination for Lack of Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the GRANT COUNTY Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the GRANT COUNTY Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 6. **Compensation and Method of Payment**

- A. Contractor will be compensated for services performed only if the Contractor obtains Recovery for the County. Recovery means a monetary recovery stemming from performance of the scope of work set forth herein, acceptable to the County, and obtained by Contractor, whether by suit, settlement, or otherwise. Absent Recovery, Contractor will not be compensated for any services performed, or any associated costs or expenses, whatsoever, pursuant to this Agreement. From any Recovery, Contractor will receive \_\_\_\_\_ % of Recovery as its fee. This fee shall be inclusive of any and all costs and expenses associated with the services performed. The County will make payment from the Recovery exclusively to the Contractor and will not make payment to third parties whose services are rendered to the Contractor as part of Contractor's Scope of Work under this Agreement. In the event of a loss at trial or abandonment of the claim prior to recovery of any sums, no monies shall be paid to Contractor for any work performed or any costs incurred.
- B. Contractor's fee set forth above is not set or regulated by law but has been freely negotiated between the Contractor and County. Unless Contractor and County negotiate and execute a separate agreement, the County need not pay Contractor for any matter related to, but not specifically covered in, this Agreement.
- C. No settlement or compromise of any nature shall be made of any of the County's claims without the County's prior written approval.

- D. Payment of Contractor's fee under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.
- E. Invoices shall be mailed, faxed, or e-mailed to: GRANT COUNTY Accounts Payable, 1400 Highway 180 E, Silver City, New Mexico 88061, Fax Number (575-574-0016) or E- Mail Address: rhernandez@grantcountynm.com.

**7. Independent Contractor**

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

**8. Personnel**

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

**9. Indemnity**

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

**10. Reports and Information**

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

**11. Audits and Inspections**

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**12. Insurance**

**A. General**

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the GRANT COUNTY Purchasing Department, 1400 Highway 180 E, Silver



It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

**14. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**15. Confidentiality**

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

**16. Conflict of Interest**

The Contractor 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 of work required under this Agreement.

**17. Scope of Agreement**

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 understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

**18. Notice**

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

**19. Pay Equity Reporting**

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

**20. Grant County Governmental Conduct Policy**

The Contractor agrees to abide by the Grant County Governmental Conduct Policy as it applies to Contractor's interactions with the County. Any violation of the Conduct Policy shall be considered a breach of this Agreement.

**21. Compliance with Applicable Law**

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

**22. Waiver**

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**23. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**24. Applicable Law**

This Agreement shall be governed by the laws of the state of New Mexico.

**25. Changes**

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's

compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

**26. Assignability**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

**27. Construction and Severability**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**28. Enforcement**

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**29. Penalties**

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

**30. Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**31. Approval Required**

This Agreement shall not become effective or binding until approved by the GRANT COUNTY Commission or designee.

**32. Facsimile/Electronic Signature**

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant County Manager

Printed Name: Charlene Webb  
Address: 1400 Highway 180 East  
Silver City, NM 88061

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gerald W. Billings Jr., Chairman

\_\_\_\_\_  
Alicia Edwards, Vice Chair

\_\_\_\_\_  
Gabriel Ramos, Member

\_\_\_\_\_  
Brett Kasten, Member

\_\_\_\_\_  
Harry Browne, Member

ATTEST:

\_\_\_\_\_  
Marisa Castrillo, County Clerk

[SEAL]

**APPENDIX A  
SUBMITTAL LETTER FORM  
RFP 18-04**

**Identity of Submitting Business (including d/b/a):**

--

**Mailing Address:**

--

**Who can contractually obligate?**

Name/Title:	E-mail:	Phone:

**Contact for Inquiries/Clarifications/Negotiations**

Inquiries/Clarifications Name/Title:	E-mail:	Phone:
Contact for Negotiations Name/Title	E-mail:	Phone:

**Addendum Acknowledgment:**

<p>If Addendum has been received, please indicate how many in the spaces below.</p> <p>Addendum number(s) _____ through _____ have been received.</p>
---

**Statement of Concurrence**

<p>Pay Equity Reporting requirements are applicable. Offeror agrees to comply as defined in Section II.D.4.</p> <p style="text-align: center;">Yes _____ No _____</p> <p>If Pay Equity Reporting Requirements are not applicable (see Section II.D.4.A) initial on the line below</p> <p style="text-align: center;">_____ (Offeror initials)</p>
---

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement and Pay Equity Reporting Requirements as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

<b>Signed:</b>	<b>Date:</b>

**APPENDIX B  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUESTS FOR PROPOSALS**

**RFP 18-04 Opioid Litigation  
Acknowledgement 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 table of contents, and ending with Grant County Purchasing Checklist.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 P.M. MST on Wednesday, June 06, 2018 5:00 PM MST. 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 Agency's 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 Proposals.

Jacob Zamora  
Grant County  
1400 Highway 180 E  
Phone: 575-574-0003  
Fax: 575-574-0073  
jzamora@grantcountynm.com



## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions may apply:

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

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contributions: \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**-OR-**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**APPENDIX D**

**VENDOR INFORMATION**

The undersigned hereby offers to furnish and deliver the articles as specified at the prices and terms thereon stated and in strict accordance with the specifications and general conditions of the proposal, all of which are made a part of this offer. This offer is not subject to withdrawal.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (     ) \_\_\_\_\_

Proposers FEI Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Proposers New Mexico CRS Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Business License Number \_\_\_\_\_

Government Entity Issuing Business License \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature (Authorized Representative) Title

Printed name of Signer \_\_\_\_\_

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the County to ferret out information concerning the materials which you intend to furnish.

If your bid does not meet all of our specifications, you must so state in the spaces provided below.

---

---

---

---

Any deviations must be listed above.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
I DO meet specifications I DO NOT meet specification

## APPENDIX E

### **REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION**

(In Lieu of IRS Form W-9)

**Please complete or make changes to following information:**

Vendor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Representative: \_\_\_\_\_

Type of Organization (Check One): ( ) Single ( ) Partnership ( ) Corporation

( ) Government ( ) Medical Provider

Federal Tax ID No. or Social Security No.: \_\_\_\_\_

New Mexico CRS Number (if applicable): \_\_\_\_\_

Is your firm designated as a non-profit organization? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm exempt from income tax? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm a dealer of retail or  
Provide a service for which you furnish parts? \_\_\_\_\_ Yes \_\_\_\_\_ No

Payment Terms: The County of Grant pays net within 30 days of receipt of invoice unless otherwise stated below:

---

Certification - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

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

**APPENDIX F**  
**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

\_\_\_\_\_ (name) being first duly sworn, deposes and says that he/she is  
(title) \_\_\_\_\_ of (organization)  
\_\_\_\_\_

who submits herewith to the County of Grant, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Grant, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Grant, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

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

Title: \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

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

## APPENDIX G

### Certification Regarding

### Debarment, Suspension, and Other Responsibility Matters

---

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this Proposal been convicted of, had a 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) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Print Name of Authorized Representative

Title

---

Signature of Authorized Representative

Date

**APPENDIX H**  
**RELATED PARTY**  
**RFP 18-04**

1. Are you indebted to or have a receivable from any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Grant?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you , or any officer of your company related to any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Grant and have you had any of the following transactions to which Grant County was, is to be, a party?

Yes                  No

Sales, Purchase or leasing of property?                  \_\_\_\_\_

Receiving, furnishing of goods, services

or facilities?                  \_\_\_\_\_

Commissions or royalty payments                  \_\_\_\_\_

3. Does any member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Grant, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Grant?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Grant?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Grant?

Yes \_\_\_\_\_ No \_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:**

\_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

**RFP 18-04  
REQUEST FOR PROPOSALS  
FOR  
OPIOID LITIGATION SERVICES  
FOR GRANT COUNTY  
  
COST RESPONSE FORM**

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

TOTAL \_\_\_\_\_ percentage of Recovery

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



## GRANT COUNTY PURCHASING DEPARTMENT

Item to be included in the Proposal Submission Packet

Required For This Procurement	Proposer Check List X	<u>ORGANIZE DOCUMENTS IN THE ORDER LISTED</u>
Yes		PROPOSAL – 1 Original (Clearly Marked, 3 Copies of Binder No. 1) 1 Original (Clearly Marked, 1 Copy of Binder No.2 )
Yes		APPENDIX A: SUBMITTAL LETTER FORM
Yes		APPENDIX B: ACKNOWLEDGEMENT OF RECEIPT FORM
Yes		APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Yes		APPENDIX D: VENDOR INFORMATION
Yes		APPENDIX E: REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION
Yes		APPENDIX F: NON-COLLUSION AFFIDAVIT
Yes		APPENDIX G: CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
Yes		APPENDIX H: RELATED PARTY
Yes		COST RESPONSE FORM
If Applicable		NM Tax and Revenue Resident Preference Certificates. (Must Submit Certificate)
If Applicable		NM Tax and Revenue Veteran's Preference Certificate. (Must Submit Certificate)
If Applicable		Copy of License / Certifications as applicable to the Job
Yes		<p style="text-align: center;"><b>Sealed Envelope Marked with:</b></p> <p style="text-align: center;"><b>"RFP 18-04 Proposals for Opioid Litigation"</b></p>