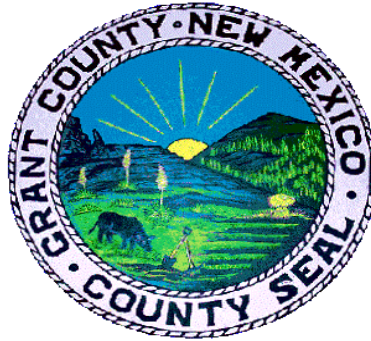


# GRANT COUNTY, NM



## REQUEST FOR PROPOSALS

**RFP No.:** 23-09

**RFP Title:** LEGAL SERVICES

**Release Date:** May 05, 2023

**Due Date/Time:** June 14, 2023 by 3:00 p.m. (Local Time)

**Purchasing Contact:** Veronica Rodriguez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, NM 88061  
Email: [vrodiguez@grantcountynm.gov](mailto:vrodiguez@grantcountynm.gov)  
Office: 575-575-0008

**Commodity Code**  
**Class & Description:** 96149 – Legal Services, Attorneys

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### SEQUENCE OF EVENTS

	Action	Responsibility	Date/Time/Location
1	Issuance of RFP	County	May 05, 2023
2	Pre-Proposal Conference & Location ( <i>non-mandatory</i> )	County	NONE
3	Notice to County of Intent to Propose ( <i>mandatory</i> )	Potential Offerors	May 19, 2023
4	Proposal Question Deadline	Potential Offerors	June 02, 2023
5	Response to Written Questions	County	June 07, 2023
<b>6</b>	<b>Submission of Proposals</b>	<b>Offerors</b>	<b>June 14, 2023</b>
7	Proposal Evaluation	Evaluation Committee	June 19-23, 2023
8	Selection of Finalists / Best and Final Offers	Evaluation Committee & Finalist(s)	June 26-30, 2023
9	Proposal Presentations/Interviews ( <i>optional</i> )	Evaluation Committee & Finalist(s)	
10	Contract Award	County	July 13, 2023
11	Protest Deadline	Offeror(s)	July 28, 2023

\*Dates and times are subject to change at the discretion of the County. All efforts will be made to notify any potential Offerors.

### PUBLICATION INFORMATION

Newspaper:	Silver City Daily Press	Publish Date:	05/04/2023	P.O. #:	
Newspaper:	Albuquerque Journal	Publish Date:	05/04/2023	P.O. #	

### Introduction & Solicitation Description:

The County of Grant is requesting competitive sealed proposals from qualified individuals and/or law firms to provide Attorney and Legal Services for Grant County ensuring maximum protection of legal rights and continued operation consistent with federal state and local laws.

## DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that may be used throughout this procurement document.

**“Addendum”** means a written or graphic instrument issued prior to the opening of proposals, which clarified, corrects or changes the Request for Proposals. Plural: Addenda

**"Agency"** or **“Purchasing Agency”** means the County, County of Grant.

**“Chief Procurement Officer”** or **“CPO”** means the person holding the position as the head of the central procurement office for the County of Grant.

**“Detention Center”, “Center”, or “Facility”** means the Grant County Detention Center.

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

**"Contract Administrator"** means the individual designated by the Agency to administer the contract after it has been executed.

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

**"Determination"** means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

**"Desirable"** The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

**"Evaluation Committee"** means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

**"Evaluation Committee Report"** means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

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

**“Key Personnel”** means the staff provided by a Contractor or a Subcontractor with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

**"Mandatory"** The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

**"Procurement Manager”** means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Professional Services"** means the services of engineers, architects, archeologists, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers, and other persons or business providing similar professional services, which may be designated as such by a determination by the County.

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

**"Responsible Offeror"** means an Offeror who submits a responsive proposal and who has furnished, 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. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

## **SECTION 1 – NOTICE TO OFFERORS**

### **Transmission Format:**

Notices for solicitations will no longer be sent via mail, unless a vendor specifically requests notification by mail. Electronic notices will be sent via email, posted on our website via “Vendor Registry.” Vendors may register for “Vendor Registry” on the County’s Purchasing website at [www.grantcountynm.gov](http://www.grantcountynm.gov).

### **Qualifications-Based Proposals:**

As required by 13-1-111 NMSA 1978 the County of Grant (County) is requesting qualifications-based proposals (RFPs) for professional services pursuant to Sections 13-1-120 to 13-1-124, NMSA 1978.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award.

The County will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the Board of County Commissioners for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The County reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the County.

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

### **Procurement Library:**

New Mexico Procurement Code

<https://laws.nmone.com/w/nmos/Chapter-13-NMSA-1978#!b/a1>

Grant County Purchasing Policy

<https://grantcountynm.gov/departments/finance/purchasing/>

*(End of Section 1)*

## SECTION 2 - INSTRUCTIONS

### 1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County has established a single point of contact throughout the procurement process. From the issue date of this RFP, until a successful Offeror(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with County personnel concerning this RFP or the evaluation process must be solely to the Purchasing Contact (or his designee) listed on the cover page of this RFP.

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of County Commission or County staff on any matter having to do in any respect with this RFP other than outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the County as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any proposal. Offerors shall have no claim against the County for failure to obtain information made available by the County which the Offeror could have remedied through the exercise of due diligence.

### 2) PRE-RESPONSE INFORMATION AND QUESTIONS

Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Offerors are advised to rely only upon the contents of this RFP, its accompanying documents and any written clarifications or addenda issued by the County. If an Offeror finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Offeror is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Response Question Deadline indicated on the front of this document.

*The County is not responsible for any oral instructions.*

### 3) RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the County. Potential Offerors must return the **mandatory** "Notice of Intent to Propose" Form (Appendix A) in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your firm is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

### 4) PRE-PROPOSAL CONFERENCE

The date, time and location of the meeting (if any) are indicated on the Sequence of Events (page 2) this RFP. All Offerors are strongly encouraged to attend any scheduled meetings.

### 5) RESPONSE SUBMISSION

- a. Responses must be prepared in the manner and detail specified in this RFP. Responses must be submitted and addressed to the Purchasing Contact listed on the cover page of this document on or before the date and time indicated as the deadline. It is each Offeror's responsibility to ensure that the Purchasing Contact receives its response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.
- b. Responses received after the above deadline will not be accepted. The County's Purchasing Contact timestamp shall be the official time. The opening and receipt of an emailed Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- c. Submission of a Response establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the County's Procurement Policy and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- d. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink. Responses sent by telegraph, facsimile, or electronic mail will not be considered.
- e. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Response will become the property of the County.

f. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

**6) RESPONSE SIGNATURES**

An authorized official must sign the Responses. Each signature represents binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.

**7) CONTRACT AWARD**

The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total RFP. The County may waive informalities if it is in the County's interest. The award shall be made to the responsive and responsible Offeror whose proposal is the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. Qualifications-based proposals are based on Offerors' qualifications to perform the required scope of work. Responses will be evaluated and assigned scores. The Offeror(s) to whom the recommendation to award is made will be notified at the earliest possible date. The County will then negotiate a contract with the top ranked Offeror for a firm fixed price agreeable to both parties.

Award of this RFP is contingent upon the availability of funds, within the sole discretion of the County. Acceptance of the Offeror's RFP does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Offeror has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Offeror non-responsive.

**8) RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

**9) DUPLICATE RESPONSES**

No more than one (1) Response from any Offeror, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

**10) WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

**11) REJECTION**

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

**12) PROCUREMENT POLICY**

Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.

**13) COMPLIANCE WITH LAWS**

The Offeror must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result. In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

**14) CONFIDENTIALITY**

It is understood by the Offeror and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Offeror has responded to a County RFP and marked all or any part of the information submitted as "Confidential Information" or as "Proprietary Information," the County agrees to notify Offeror of any third-party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Offeror provides the County with written direction to withhold such requested Confidential

Information or Proprietary Information and litigation results, Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request. Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

**15) NON-DISCRIMINATION**

The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Offeror must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Offeror must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**16) NO RESPONSE**

Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all Bidders/Offerors lists.

**17) CONTRACT NEGOTIATION**

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Offeror within 30 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. There is no contract until the County's policies have been fulfilled.

**18) DISQUALIFICATION OF OFFERORS**

Any one or more of the following causes may be considered sufficient for the disqualification of an Offeror and the rejection of the Response:

- a. Evidence of collusion among Offerors.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**19) DISCUSSIONS**

Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of a Response to writing.

**20) SUBCONTRACTORS**

In an effort to promote supplier diversity, the County encourages Offerors to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County. The Contract will not be assignable to any other business entity without the County's approval.

**21) OFFEROR RESPONSIBILITIES**

The Offeror must be capable of providing all services as described under SECTION 3 and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Offeror must remain capable of providing all services as described under SECTION 3 and must maintain those capabilities until the agreement is successfully finished. The successful Offeror will be responsible for all services in this Response whether they are provided or performed by the Successful Offeror or Subcontractor(s). The County will consider the Successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Offeror must identify all Subcontractors and the Services they provide. The Successful Offeror is responsible for all payments and liabilities of all Subcontractor(s). The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

**22) COUNTY PARTICIPATION**



The County will provide appropriate personnel support for implementation of these agreements. The Offeror's Response should identify any County Full-Time Employees required and tasks to be performed by County personnel. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Offeror and will coordinate overall management and administration of the contract for the County.

**23) DISCLOSURE OF CONTENTS**

All information provided in the response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their Responses other than authorized by this RFP. An Offeror who shares cost information contained in its Response with other County personnel or competing Offeror personnel shall be subject to disqualification. Offerors shall not be provided any information about other Responses or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

**24) PROPOSAL EVALUATION AND PRESENTATIONS**

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may 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.

**25) PROTESTS**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the County. The protest must be delivered to the County Manager's Office, Chief Procurement Officer, 1400 Highway 180 East, Silver City, New Mexico 88061 within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted.

In the event of a timely protest under this section, the County shall not proceed further with procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978). The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Offeror has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**26) OFFEROR QUALIFICATIONS**

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

**27) RIGHT TO WAIVE MINOR IRREGULARITIES**

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

**28) CHANGE IN CONTRACTOR REPRESENTATIVES**

The County reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

- 29) NOTICE OF PENALTIES**  
The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 30) COUNTY RIGHTS**  
The County of Grant reserves the right to accept all or a portion of an Offeror's proposal.
- 31) MULTIPLE AWARDS**  
The County does not intend to make multiple awards; however, the County reserves the right to make multiple awards of the items, projects and/or sections of this RFP.
- 32) RIGHT TO PUBLISH**  
Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
- 33) OWNERSHIP OF PROPOSALS**  
All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Offeror wishing to retrieve copies of their proposal must do so within two weeks after the award.
- 34) ELECTRONIC MAIL ADDRESS REQUIRED**  
A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.
- 35) STATUS OF SUCCESSFUL OFFEROR**  
The successful Offeror(s) is an independent contractor performing services for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the County. The successful Offeror(s) acknowledges that all sums received under the resultant contract are personally reportable by him/her for income, self-employment and other applicable taxes.
- 36) ASSIGNMENT/TRANSFER**  
Assignment or transfer of this contract without written consent of County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.
- 37) EXCISE AND SALES TAX**  
The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.
- 38) DEBARMENT, SUSPENSION, AND INELIGIBILITY**  
By submitting a response to this Request for Qualifications, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.
- 39) PROCUREMENT UNDER EXISTING CONTRACTS**  
In accordance with NMSA 13-1-129 of the Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.
- 40) RESPONSIBLE OFFERORS**  
In accordance with NMSA 13-1-83 of the Procurement Code, Offerors to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in this Request for Proposals.
- 41) CONTRACT TERM**  
The County intends to enter into an initial one (1) year contract, with optional renewals, with the successful Offeror(s) for the services contemplated by this RFP. Any such contract will be subject to approval by the Governing Body, availability of funds

and other terms and conditions. Subsequent contract for the same services will be subject to a new RFP process and to the Governing Body approval as called for by law and County policies. The successful firm and/or individual shall commence work only after the full execution of a contract between the County and the chosen firm(s).

**42) INSURANCE**

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The requirements are as follows:

**a. Professional Liability:**

- Minimum \$1,050,000.00 aggregate

**b. Workers Compensation:**

- Contractor shall comply with the provisions of the Worker's Compensation Act

**c. Increased Limits:**

- If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.

**d. Malpractice/Errors & Omissions Insurance (if applicable:)**

- Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.

**e. Grant County Named as Additionally Insured:**

- This condition is required for all insurances requested except Professional Liability.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

*(End of Section 2)*

## SECTION 3 – SPECIFICATIONS AND SCOPE OF SERVICES

### SCOPE OF SERVICES

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

1. Attend all meeting of the Board of County Commission including Work Sessions, Regular Meetings, Special Meetings and Hearings, and Executive Sessions.
2. Attend any special board or committee meetings, as requested by the Board of Commissioners or the County Manager. Special committees may include Road, Safety, Personnel, Subdivision, Jail, etc.
3. Provide written legal opinions on the County, as requested by the Board of County Commission or the County Manger.
4. Advise Elected Officials and/or Department Heads, as to the legal conduct of his/her office, upon authorization of the Board of County Commissioners or the County Manager.
5. Draft and pass upon the legality of all ordinances, resolutions, policies, contracts, bonds and other instruments affecting the interests of the County.
6. Conduct all research, as required by the scope of the contract and provide all clerical and secretarial work associated with such research.
7. Represent the County as its attorney in all minor Court proceedings.
8. Assist the Chief Procurement Officer in review/preparation of procurement contracts, Request for Proposals, Invitations to Bids and legal aspects as related to New Mexico State Statutes as well as procurement codes.
9. Submit a monthly invoice to the County Manager's office. The invoice must detail who performed the service, the time involved and the specific question or matter addressed. The invoice will need to be broken out on work done on forfeitures and grants and the County Manager may request additional expenses to be broken out by Department and/or subject matter. Payment will be made within thirty (30) business days after acceptance.
10. Legal services provided to unauthorized employees or the public and not authorized will not be considered.

*(End of Section 3)*

## SECTION 4 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

### 1) EVALUATION CRITERIA

An Evaluation Committee will evaluate all responses; the following factors will be considered in making the selection of the qualified Offerors with one thousand (1,000) maximum possible points.

Experience with Law	300 Points
Experience and Education	250 Points
Fees	200 Points
Essential Service Responsibilities	150 Points
Past Record of Performance	100 Points
Resident Business/Resident Veteran Business Preference (See Appendix C)	50 or 100 Points
Required Forms (Appendices A thru F)	Pass/Fail

#### ▪ Experience with Law

- Contract Law - Offerors must be familiar with, and experienced in dealing with, contract law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they will meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area
- Employment Law - Offerors must be familiar with, and experienced in dealing with employment law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area. Offeror must explain methods of staying up to date with continued changes in the laws regarding Employment Law.
- Procurement Law - Offerors must be familiar with, and experienced in dealing with, procurement law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the offeror feels best describes their experience and success in this area.
- Tort Litigation - Offerors must be familiar with, and experienced in dealing with, tort litigation in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome that the Offeror feels best describes their experience and success in this area
- Land Use and Property Law - Offerors must be familiar with, and experienced in dealing with, land use and property law in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area
- Creation & Enforcement of Local Ordinances - Offerors must be familiar with, and experienced in dealing with, creating and enforcing ordinances in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome that the offeror feels best describes their experience and success in this area.

#### ▪ Experience and Education

- Experience with a New Mexico Public Body - Offerors must have experience providing legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This must include a break-down per local public body, if experience with more than one local public body is being claimed. Offeror must provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services and must also complete the Offeror's Reference Form (Appendix D.) Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.
- Continued Education - Offerors must describe, in narrative form, how they will meet this requirement. Offeror shall provide the educational trainings attended the past three (3) years and additional educational training relevant to County Government.

- **Fees** - Offeror must complete and submit the Cost Response Form (Appendix C), providing proposed hourly fees for accomplishing the scope of work. State gross receipts and local options taxes (if any) shall not be included in the proposed fees.
- **Essential Service Responsibilities**
  - Accessibility - Twenty-four hours a day, seven days a week, (“24/7”) access to legal services and advice is required to deal with urgent and unexpected legal matters. If awarded the contract, Offeror must be available 24/7, whenever needed, and easily accessible (including phone and email). Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility. Offeror must address their response time to the County on general matters for review, preparation of contracts, resolutions, etc.
  - Document Preparation and Review - Offeror must describe methods for handling preparation and review of documents to prevent or limit errors; typographical, formatting, wrong information, vendors, etc. County shall not be charged fees for corrections made to documents prepared by Offeror.
  - Confidentiality & Records Retention - Offerors must be familiar with, and experienced in dealing with confidentiality & records retention. Offerors must describe, in narrative form, how they maintain confidentiality in his/her office among the offerors staff. Offerors must also describe their methods for records retention. The offeror must list how they would address breaches, documents being sent to wrong parties within an organization and outside of an organization. Offeror must also describe methods for training staff on confidentiality and records retention procedures.

**Past Record of Performance:** The Evaluation Committee also may consider past performance of the Offeror on other contracts with the County or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Offeror based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information. A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

**Resident Business Preference OR Resident Veterans Business Preference:** The County will award an additional fifty (50) points (1,000 x 5%.) to a resident business OR one hundred (100) points (1,000 x 10%.) to a resident veteran business that has annual gross revenues of up to three million (\$3,000,000.00) in the preceding tax year as outlined in sections 13-1-21 thru 13-1-22 NMSA 1978. The Resident Business/Veteran Business Preference Certification Form (Appendix E) must be completed.

## 2) SUBMITTAL REQUIREMENTS

### a) NUMBER OF RESPONSES

1. Offerors shall only submit one (1) proposal for this RFP.

### b) NUMBER OF COPIES

1. One (1) Original – must be unbound and marked “Original”;
2. Four (4) Copies – must be identical to the original documents;
3. One (1) Electronic Copy – must be a PDF on a USB drive containing no other material than the entire response.

### c) MAXIMUM PAGE LIMITATION AND EXCLUSIONS

Proposals shall not exceed twenty-five (25) pages in length. Double-sided pages must be numbered separately and will be counted as two (2) pages. Any 11”x17” pages will be counted as two (2) pages. Any 24”x36” pages will be counted as four (4) pages. Proposals exceeding the maximum page limitation will be rejected and will not be evaluated. The page limitation will only be increased by addendum.

The following pages will be *excluded* from being counted as part of the maximum page limitation:

1. Front and Back Covers
2. Title Pages
3. Table of Contents
4. Page Dividers
5. Required Forms
6. Contractual Considerations (if any)

**d) RESPONSE FORMAT & PROPOSAL ORGANIZATION**

While compiling your proposal, the following items should be addressed in a narrative-style response format, unless otherwise specified. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of the Offeror to follow the required format may at the sole discretion of the County, result in the rejection of the submittal. Proposals shall contain concise typewritten material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity and completeness are essential. The proposal should be as clear and concise as you can make it while still providing the Evaluation Committee with the information addressing the requirements in each of the categories stipulated in the RFP.

The proposal must be organized in the following manner:

1. Submittal Letter
2. Evaluation Criteria
3. Cost

*(End of Section 4)*

## **SECTION 5 – REQUIRED FORMS**

### **FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:**

Appendix A: Notice to County of Intent to Propose (*Due 05/19/2023, by 5:00 p.m.*)

Appendix B: RFP Response Form

Appendix C: Cost Response Form

Appendix D: Preference Certification Form

Appendix E: Campaign Contribution Disclosure Form

Appendix F: Certification of Offeror/Bidder Regarding Debarment

Certification Regarding Lobbying

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

Trade Restriction Certification

NOTE: Failure to complete and submit Appendices A thru F with your response may result in it being deemed as non-responsive and rejected without further evaluation.

*(Remainder of Page Intentionally Left Blank)*



*Appendix A*  
**GRANT COUNTY, NM**  
**NOTICE OF INTENT TO PROPOSE**

**RFP No: 23-09**

**RFP Title: LEGAL SERVICES**

The undersigned agrees that they have received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form by the date and time listed herein. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP addenda that may be issued. Responses submitted without this form on file will be rejected as non-responsive.

This **mandatory** form must be returned on, or before, **05/19/2023** by **5:00 p.m.** (Local Time), to:

Veronica Rodriguez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, New Mexico 88061  
Email: vrodiguez@grantcountynm.gov  
Phone: 575-574-0008 Fax: 575-574-0073

**INDIVIDUAL/  
FIRM/COMPANY:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
*Printed Name & Title*

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

---

**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT  
MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES** intend to respond to this RFP    **OR**    \_\_\_\_\_ Firm **DOES NOT** intend to respond to this RFP

**Authorized Signature:**  
*Signature of person authorized to sign for your firm.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*Appendix C*

Grant County, NM  
RFP 23-09: Legal Services  
**COST RESPONSE FORM**

Offeror Name: \_\_\_\_\_

Total Proposed Annual Cost: \$ \_\_\_\_\_

- State Gross Receipts and Local Taxes (if any) shall not be include in your proposed annual cost.
- All taxes must be applied at time of invoicing.

**Authorized Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

Appendix D

**GRANT COUNTY, NM  
PREFERENCE CERTIFICATION AND IDENTIFICATION FORM**

Offeror's Name: \_\_\_\_\_

Please select all that apply to your firm.

\_\_\_\_\_ I declare that my firm is classified as a **New Mexico Resident Business**.

Certificate No. \_\_\_\_\_

\_\_\_\_\_ I declare that my firm is classified as a **New Mexico Resident Veterans Business**.

Certificate No. \_\_\_\_\_

\_\_\_\_\_ My firm *is not* eligible to receive either of the preferences stated above.

**Authorized Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**GRANT COUNTY, NM  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or Page 2 of 3 DFA Disclosure form/April, 2006 unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

GRANT COUNTY, NM

CAMPAIGN CONTRIBUTION DISCLOSURE OF CONTRIBUTIONS

Board of County Commissioners

Chris M. Ponce, District 1  
Eloy Medina, District 2  
Alicia Edwards, District 3  
Gerald W. Billings, Jr., District 4  
Harry Browne, District 5

Elected Officials

Marisa Castrillo, Clerk  
Misty Trujillo, Assessor  
Mary Ann Sedillo, Probate Judge  
Patrick Cohn, Treasurer  
Raul Villanueva, Sheriff

Contribution made by: \_\_\_\_\_

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

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

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

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

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

OR

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

*Appendix F*

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1. The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

*Appendix F (Cont'd)*

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

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

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

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

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

*(End of Solicitation Documents)*