



# Consideration of Lea County Resolution No. 22-MAY-111R Awarding Proposal No. 06 2021 – 2022 Legal Services - Congressional Districting

ATTEST: Keith Manes  
Lea County Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 22-MAY-106R

A RESOLUTION AWARDING PROPOSAL NO. 06 2021 – 2022  
LEGAL SERVICES - CONGRESSIONAL DISTRICTING

**WHEREAS**, on April 20, 2022, Lea County issued Request for Proposals No. 06 2021 - 2022 for Legal Services – Congressional Districting; *and*

**WHEREAS**, Lea County received one proposal in response; *and*

**WHEREAS**, a three-person committee evaluated the proposal; *and*

**WHEREAS**, staff recommends that the proposal be awarded to the law firm of Ray, Pena, McChristian, P.C.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the proposal of law firm of Ray, Pena, McChristian, P.C. is hereby selected.

**BE IT FURTHER RESOLVED** that the County Manager may negotiate, finalize, and sign any agreements consistent with the terms of this resolution.

**PASSED AND APPROVED** on this 12<sup>th</sup> day of May, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Dean Jackson (District 1), Chair  
Voted: Yes No Abstain

\_\_\_\_\_  
Gary G. Eidson (District 3), Vice Chair  
Voted: Yes No Abstain

\_\_\_\_\_  
Rebecca Long (District 2), Member  
Voted: Yes No Abstain

\_\_\_\_\_  
Jonathan Sena (District 4), Member  
Voted: Yes No Abstain

\_\_\_\_\_  
Pat Sims (District 5), Member  
Voted: Yes No Abstain



LEA COUNTY  
STATE OF NEW MEXICO

## REQUEST FOR PROPOSALS (RFP)

### LEGAL SERVICES – Congressional Districting NIGP COMMODITY CODES: 961-49, 961-50

**RFP# 06-(21-22)**

**Issue Date: April 20, 2021**

**DUE DATE: MAY 4, 2022 @ 3:00 PM MDT**



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY FORM**

**LCBCC Meeting Date: Thursday, May 12, 2022**

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Community Engagement Manager [sstout@leacounty.net](mailto:sstout@leacounty.net); Public Information Officer [mrussell@leacounty.net](mailto:mrussell@leacounty.net) and County Manager [mgallagher@leacounty.net](mailto:mgallagher@leacounty.net) by: **Tuesday, May 3, 2022**

*County Manager Approval required for all time sensitive issues that do not meet the above deadline.*

<b>DATE SUBMITTED</b> mm-dd-yyyy: 05/05/2022	<b>SUBMITTED BY</b> Name, Title, Dept: John Caldwell, County Attorney, Legal Department
<b>SUBJECT:</b> Award Proposal for Legal Services Regarding Congressional Districts	<b>ATTACHMENT(S):</b> RFP, Resolution, Scoring Tabulation
<b>NO. OF ORIGINALS FOR SIGNATURE:</b>	<b>ACTION REQUESTED:</b> Action Item
<b>BUDGET LINE ITEM NUMBER:</b>	<b>FISCAL BUDGET YEAR:</b>

**STRATEGIC PLAN** Implementation of 5 Year Strategic Plan:  
3.2 Economic Growth & Vitality  
3.4 Quality of Life

**SUMMARY:**  
This proposal provides for legal counsel and representation of the Board of County Commissioners on matters regarding Congressional Districting in the State of New Mexico.

<b>Requested Items Needed for Presentation</b> Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
--	---

<b>SUBMITTER'S RECOMMENDATION(S):</b> Approve.	<b>Submitter's Signature</b> Department Director, Etc. John Caldwell <small>Digitally signed by John Caldwell Date: 2022.05.05 13:18:03 -06'00'</small>
---	--

<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The financial impact to Lea County will be based upon the cost of providing the litigation services. Funds are budgeted and available in 401-24-2753.	<b>Reviewed by Finance Director</b> Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2022.05.05 14:24:30 -06'00'</small>
--	--

<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b> John Caldwell <small>Digitally signed by John Caldwell Date: 2022.05.05 13:18:14 -06'00'</small>
--	---

<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 
-------------------------------	---

<b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Item No. <u>0206</u> Approved: _____ Resolution No. <u>22-MAY-111R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 22-MAY-106R

A RESOLUTION AWARDING PROPOSAL NO. 06 2021 – 2022  
LEGAL SERVICES - CONGRESSIONAL DISTRICTING

**WHEREAS**, on April 20, 2022, Lea County issued Request for Proposals No. 06 2021 - 2022 for Legal Services – Congressional Districting; *and*

**WHEREAS**, Lea County received one proposal in response; and

**WHEREAS**, a three-person committee evaluated the proposal; *and*

**WHEREAS**, staff recommends that the proposal be awarded to the law firm of Ray, Pena, McChristian, P.C.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the proposal of law firm of Ray, Pena, McChristian, P.C. is hereby selected.

**BE IT FURTHER RESOLVED** that the County Manager may negotiate, finalize, and sign any agreements consistent with the terms of this resolution.

**PASSED AND APPROVED** on this 12<sup>th</sup> day of May, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Dean Jackson (District 1), Chair  
Voted: Yes No Abstain

\_\_\_\_\_  
Gary G. Eidson (District 3), Vice Chair  
Voted: Yes No Abstain

\_\_\_\_\_  
Rebecca Long (District 2), Member  
Voted: Yes No Abstain

\_\_\_\_\_  
Jonathan Sena (District 4), Member  
Voted: Yes No Abstain

\_\_\_\_\_  
Pat Sims (District 5), Member  
Voted: Yes No Abstain

**ATTEST:** Keith Manes  
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

## EVALUATION COMMITTEE SCORING TABULATION

LEGAL SERVICES - CONGRESSIONAL DISTRICTING

LEA COUNTY, NEW MEXICO

PROPOSAL #06 - (21-22)

DUE DATE: MAY 4, 2022 - 3:00 P.M. (Local Time)

One offer received: Ray, Pena, McChristian, PC

Albuquerque, El Paso, Fort Worth, San Antonio

	<i>Possible Points</i>	<b>Points Awarded</b>			<b>AVERAGE Score</b>
		Evaluator 1	Evaluator 2	Evaluator 3	
Mandatory Forms Completed Pass / Fail	P / F	P	P	P	P
Experience as a Law Firm	200	180	190	160	177
Key Personnel	300	300	275	300	292
State Court Experience	200	180	190	200	190
Federal Court Experience	200	150	190	200	180
<b>GRAND TOTAL</b>	<b>900</b>	<b>810</b>	<b>845</b>	<b>860</b>	<b>838</b>



**LEA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**LEGAL SERVICES – Congressional Districting**  
NIGP COMMODITY CODES: 961-49, 961-50

**RFP# 06-(21-22)**

**Issue Date: April 20, 2021**

**DUE DATE: MAY 4, 2022 @ 3:00 PM MDT**

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Lea, State of New Mexico, on behalf of the LEA COUNTY Board of County Commissioners, seeks sealed proposals regarding: **Legal Services for the County of Lea – Congressional Districting**. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposals (RFP) may result in your proposal being classified as non-responsive. This Request for Proposals will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

### B. SUMMARY SCOPE OF WORK

The scope of work is for Legal Services and shall consist of the following:

Lea County seeks the services of a law firm to provide advice and guidance on federal and state law governing the drawing of Congressional districts. The law firm may be asked to provide representation of Lea County in litigation in state and/or federal court regarding the drawing of Congressional districts. The law firm should not currently represent any branch of state government, any agency or department of the state government, or any elected official holding a state government position.

### C. SCOPE OF PROCUREMENT

The scope of the procurement consists of **Legal Services for the County of Lea**. 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. Contract award is expected on or about May 15, 2022.

### D. CHIEF PROCUREMENT OFFICER

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

**Kathy McLaughlin**  
LEA COUNTY Chief Procurement Officer

<u>Delivery Address (Including proposal delivery):</u> Lea County Courthouse Finance Dept. (Fourth Floor) 100 N. Main, Suite 11 Lovington, NM 88260	<u>Mailing Address:</u>  <i>Same as "Delivery Address"</i>
---	--

Email: [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

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

**E. DEFINITION OF TERMINOLOGY**

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

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

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

"County" means the County of Lea, State of New Mexico.

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

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

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

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



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

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

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

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

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

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

"Purchasing" means the County of Lea Purchasing Office or the LEA COUNTY Chief Procurement Officer.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

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

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE / MDT</b>
1. Issue RFP	Chief Procurement Officer (CPO)	<b>April 24, 2022</b>
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	<b>At least by Due Date of May 4, 2022</b>
3. Deadline to Submit Questions	Potential Offerors	<b>As soon as possible before DUE DATE</b>
4. Response to Written Questions/ RFP Amendments	CPO	<b>Pending</b>
<b>5. Submission of Proposal</b>	<b>Offerors</b>	<b>May 4 , 2022 3:00 PM</b>
6. Proposal Evaluation	Evaluation Committee (EC)	<b>May 5, 2022</b>
7. Notification of Finalists (If desired)	Chief Procurement Officer (CPO)	<b>N / A</b>
8. Best & Final Offer (If requested)	Offerors	<b>N / A</b>
9. Oral Presentations (If requested)	N/A	<b>N / A</b>
10. Contract Negotiations (If needed)	Tentative winner/County	<b>Pending</b>
11. Contract Award	Board of County Commissioners	<b>May 12, 2022</b>
12. Protest Deadline	Offerors	<b>May 27, 2022</b>

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued by the LEA COUNTY Chief Procurement Officer on behalf of the Board of County Commissioners of LEA COUNTY.

#### 2. Return of “Acknowledgment of Receipt” (APPENDIX A) Form for Distribution List

Potential offerors should hand deliver or return by facsimile or email or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

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

### 3. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “[LEGAL SERVICES]” Request For Proposals and should reference “RFP #06-(21-22).” Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

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

### 4. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Officer may at the Procurement Officer's option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### 5. Contract Negotiations

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

### 6. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Officer anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Chief Procurement Officer or the Board of County Commissioners.

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

#### 7. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and the LEA COUNTY Procurement Policy. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer.

Kathy McLaughlin, Chief Procurement Officer (CPO)  
Lea County Courthouse, FOURTH FLOOR  
100 N. Main, Suite 11  
Lovington, NM 88260

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

### C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the LEA COUNTY Procurement Policy.

#### 1. Acceptance of Conditions Governing the Procurement

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

#### 2. Incurring Cost

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

#### 3. Prime Contractor Responsibility

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

#### 4. Subcontractors

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

#### 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. County personnel will not merge, collate, or assemble proposal materials.

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

#### 7. Proposal Offer Firm

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

#### 8. Disclosure of Proposal Contents

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

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The

proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

This procurement in no manner obligates LEA COUNTY or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the required approval authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

#### 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the contractor as final.

#### 12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

#### 13. Governing Law

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

#### 14. Basis for Proposal

Only information supplied by the County in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of offeror proposals.

#### 15. Notice

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

#### 16. County Rights

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

#### 17. 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.

#### 18. Ownership of Proposals

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

#### 19. Ambiguity, Inconsistency or Errors in RFP

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

#### 20. Competition

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

#### 21. Confidentiality

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

#### 22. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

#### 23. Use of Electronic Versions of this RFP

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

24. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA Procurement Code, Section 13-1-129, 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 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 Lea County.



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall deliver five (5) identical copies of their proposal and one (1) electronic copy to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for five (5) identical copies would be fulfilled by submitting the Original and four [4] copies of the original.) The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures. (An exception to this requirement is made for the “Campaign Contribution Disclosure Form”).

#### C. PROPOSAL FORMAT

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

##### 1. Proposal Organization

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

- i. Table of Contents
- ii. Conflict of Interest \*(Mandatory- See Appendix-C)
- iii. Campaign Contribution Disclosure Form\* (Mandatory- See Appendix D) in a sealed and labeled envelope
- iv. Resident Veterans/Local Preference (Mandatory- See Appendix E)
- v. Letter of Transmittal Form (Mandatory-See Exhibit-A)
- vi. Information sufficient for evaluation
- vii. Other Supporting Material\*\*

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

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

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

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Exhibit A **must** be completed, signed and included with the offeror's proposal.

## 3. Other Supporting Materials

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

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Background

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

(13-1-191 SA 1978)

### B. MANDATORY REQUIREMENTS / EVALUATION CRITERIA

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

APPENDIX C

LEA COUNTY Conflict of Interest-Debarment/Suspension Certification Form

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

APPENDIX D

Offeror must complete and sign the Campaign Contribution Disclosure Form

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

EXHIBIT A

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

#### 4. Resident Veterans Preference Certification (0\* Points – Pass/Fail Only)

APPENDIX E

Offeror must complete and submit Resident Veterans Preference

#### 5. Experience as a law firm (200 Points)

#### 6. Key personnel who will be assigned to handle Lea County representation (300 Points)

#### 7. Experience in litigation in state courts (200 Points)

#### 8. Experience in litigation in federal state courts (200 Points)

#### 9. TOTAL MAXIMUM POINTS: 900

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

REF.	MANDATORY REQUIREMENTS	POINTS AVAIL.
	<b>PASS/FAIL ONLY</b>	
V.B.1	Conflict of Interest- Appendix C	0*
V.B.2	Campaign Contribution Disclosure Form- Appendix D	0*
V.B.3	Letter of Transmittal Form- Exhibit A	0*
V.B.4	Resident Veterans Preference Certification- Appendix E	0*
	<b>POINTS</b>	
V.B.5	Experience as a Law Firm	200
V.B.6	Key personnel who will be assigned to handle Lea County Representation	300
V.B.7	Experience in litigation in state courts	200
V.B.8	Experience in litigation in federal courts	200
<b>V.B.9 TOTAL</b>	<b>Total Possible Awarded Points</b>	<b>900</b>

\* Pass/Fail only.

### B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.B.5 through V.B.8, as indicated.

### C. MANDATORY REQUIREMENTS

#### PASS/FAIL

#### 1. Conflict of Interest (0\* Points)

Pass/Fail only.

#### APPENDIX C

LEA COUNTY Conflict of Interest-Debarment/Suspension Certification Form

#### 2. Campaign Contribution Disclosure Form (0\* Points)

Pass/Fail only.

## APPENDIX D

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Lea are BCC Chair Kenneth Lyon; BCC Vice-Chair Frances Luna; Commissioner Sherry Fletcher).

### **3. Letter of Transmittal Form (0\* Points)**

Pass/Fail only.

## EXHIBIT A

Offeror must complete and submit the “Letter of Transmittal Form”, found in EXHIBIT A, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

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

Pass/Fail only.

## APPENDIX E

Offeror must provide a copy signed copy of the “Resident Veterans Preference Certification”, found in APPENDIX E, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

## **D. EVALUATION PROCESS**

### 1. Initial Review

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

### 2. Clarifications

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

### 3. Other Information Sources

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

#### 4. Veteran Preference; Resident Business/Contractor Preference/ Local

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

#### 5. Scoring and Contract Award Recommendation

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

#### 6. Basis of Award

In accordance with combined committee evaluations and scoring based on the pointed criteria a final determination will be made based on the committee members' unanimous agreement for the selected firm. Those results will be presented to the Board of Commissioners for award. Once the decision has been solidified, a contract will be negotiated.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Request for Proposals**

**LEGAL SERVICES – Congressional Districting**

**LEA COUNTY RFP #06-(21-22)**

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

**The acknowledgment of receipt should be signed and returned (by fax, email, courier or hand delivery) to the Chief Procurement Officer no later than May 4, 2022, 3:00 PM.**

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

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Please return to:

**Kathy McLaughlin**  
Chief Procurement Officer  
100 N. Main, Suite 11  
Lovington, NM 88260  
Phone: (575) 396-8656  
Email: [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net);

**APPENDIX B**

**ACKNOWLEDGMENT OF ADDENDA**

**THE FOLLOWING PROPOSER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP.**

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX C (MANDATORY)**

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

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

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

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

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

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

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

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

## APPENDIX D (MANDATORY)

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid / 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 bid / 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the

value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

**“Pendency of the procurement process”** means the time period commencing with the public notice of the Invitation To Bid / Request for Proposal & ending with the award of the contract or the cancellation of the Invitation To Bid / proposal.

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

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

Name(s) of Applicable Public Official(s): *Dean Jackson, Rebecca Long, Gary Eidson, Jonathan Sena, Pat Sims*

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

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

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

Amount(s) of Contribution(s) \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 E (MANDATORY)

### RESIDENT VETERANS PREFERENCE CERTIFICATION

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

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

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

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

Please Indicate: Veteran Preference \_\_\_\_\_ 10% under \$3 Million  
Local Preference: \_\_\_\_\_ 5%

#### AN ACT

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

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1. Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21. APPLICATION OF PREFERENCES.--

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose of selling goods or services, including growing, producing, processing or distributing agricultural products;

(2) "formal bid process" means a competitive bid process;

(3) "formal request for proposals process" means a competitive proposal process, including a competitive qualifications-based proposal process;

(4) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(5) "recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications;

(6) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran business; and

(7) "resident veteran business" means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. Except as provided in Subsection C of this section, when a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) resident business to be five percent lower than the bid actually submitted; or

(2) resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in HB 93 the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal bid process and the bids are received for both recycled content goods and non-recycled content goods, the public body shall deem:

(1) bids submitted for recycled content goods from any business, except a resident veteran business, to be five percent lower than the bids actually submitted; or

(2) bids submitted for recycled content goods from a resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bids actually submitted.

D. When a public body makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:

(1) **five percent of the total weight of all the factors used in evaluating the proposals to a resident business; and**

(2) **ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year. HB 93**

E. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

(1) five percent of the total possible points to a resident business; or

(2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

F. When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference provided pursuant to Subsection B, C, D or E of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

G. A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

H. A public body shall not award a business both a resident business preference and a resident veteran business preference.

I. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section.

J. This section shall not apply when the expenditure includes federal funds for a specific purchase." SECTION 2. Section 13-4-2 NMSA 1978 (being Laws 1984, Chapter 66, Section 2, as amended) is amended to read: "13-4-2. APPLICATION OF PREFERENCE.--

A. For the purposes of this section:

(1) "formal bid process" means a competitive sealed bid process;

(2) "formal request for proposals process" means a competitive sealed proposal process, including a competitive sealed qualifications-based proposal process;

(3) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(4) "public works contract" means a contract for construction, construction management, architectural, landscape architectural, engineering, surveying or interior design services;

(5) "resident contractor" means a person that has a valid resident contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran contractor; and

(6) "resident veteran contractor" means a person that has a valid resident veteran contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. For the purpose of awarding a public works contract using a formal bid process, a public body shall deem a bid submitted by a:

(1) resident contractor to be five percent lower than the bid actually submitted;  
or

(2) resident veteran contractor with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body awards a contract using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:

(1) five percent of the total weight of all the factors used in evaluating the proposals to a resident contractor; or

(2) ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

D. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award an additional of the equivalent of:

(1) five percent of the total possible points to a resident contractor; or

(2) ten percent of the total possible points to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

E. When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided pursuant to Subsection B, C or D of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract that will be performed by each contractor as specified in the joint bid or joint proposal.

F. A resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

G. A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference.

H. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section." SECTION 3. A new section of the Procurement Code is enacted to read:

"DUTY TO PROMULGATE RULES.--The secretary of general services shall promulgate rules necessary to implement the provisions of this 2016 act."

SECTION 4. REPEAL.--Laws 2012, Chapter 56, Section 2 and Laws 2012, Chapter 56, Section 6 are repealed.

SECTION 5. EFFECTIVE DATE.--The effective date of the provisions of this act is July 1, 2016.



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

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

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

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

---

(Signature of Business Representative)\*

(Date)

\*Must be an authorized signatory for the Business.

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

**EXHIBIT A (MANDATORY)**

**LETTER OF TRANSMITTAL FORM**

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

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

---

---

---

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

Name	
Title	

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

Name	
Title	
Email Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
Email Address	
Telephone Number	

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

\_\_\_\_\_, 2022

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

## EXHIBIT B

### RFP Question Submittal Form

**RFP# #06-(21-22)**

All written questions must be addressed to the Buyer for this RFP. PROPOSERS are to submit written questions using the format below, or submitted in similar format sequence. Written responses to the questions received will be distributed by LEA COUNTY Procurement Agent as addenda to this RFP solicitation. Submit questions to [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

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