Consideration of Lea County Resolution No. 22-JUL-161R Awarding Request for Proposal No. 09 2021 – 2022 Entertainment Booking Agent Special Events for Lea County to Linda Brown & Associates, LLC

LEA COUNTY

STATE OF NEW MEXICO

REQUEST FOR PROPOSALS

RFP# 09 – (21-22)

ENTERTAINMENT BOOKING AGENT

SPECIAL EVENTS

COMMODITY CODE(S): 96205, 96130, 96171

LEA COUNTY PURCHASING

100 N. MAIN, STE. 11

LOVINGTON, NM 88260

Kelli Ferguson, Procurement Officer

Ph. 575-396-8610

Email: kferguson@leacounty.net

Issued: June 1, 2022

Proposal Due Date: June 16, 2022 – 3:00 p.m. (local time)

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, July 14, 2022

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Community Engagement Manager sstout@leacounty.net; Public Information Officer mrussell@leacounty.net and County Manager mgallagher@leacounty.net by: **Wednesday, July 6, 2022**

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

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name, Title, Dept: Jim Kemp/Director - Lea County Fairgrounds/Event Center
SUBJECT: Approval of Linda Brown & Associates, LLC as Entertainment Booking Agency for 2022 - 2023.	**ATTACHMENT(S):** 1. RFP
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:** Action Item
BUDGET LINE ITEM NUMBER: 463-312438	**FISCAL BUDGET YEAR:** 2022-2023

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

3.4 Quality of Life
#3. Exposure to entertainment/# of entertainment options at County facilities

SUMMARY:

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	**See Additional Summary Attached** ☐
SUBMITTER'S RECOMMENDATION(S):	**Submitter's Signature** Department Director, Etc. Jim Kemp Digitally signed by Jim Kemp Date: 2022.07.06 17:53:46 -06'00'
FINANCE REVIEW Fiscal Impact/Cost:	**Reviewed by Finance Director**
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Mike Colloch

Item No. 0215 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 22-JUL-161R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

LEA COUNTY

STATE OF NEW MEXICO

REQUEST FOR PROPOSALS

RFP# 09 – (21-22)

ENTERTAINMENT BOOKING AGENT

SPECIAL EVENTS

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LEA COUNTY PURCHASING

100 N. MAIN, STE. 11

LOVINGTON, NM 88260

Kelli Ferguson, Procurement Officer

Ph. 575-396-8610

Email: kferguson@leacounty.net

Issued: June 1, 2022

Proposal Due Date: June 16, 2022 – 3:00 p.m. (local time)

Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-1127
e-mail: kferguson@leacounty.net

LEGAL NOTICE OF REQUEST FOR PROPOSALS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
COMMODITY CODE: 96205,96130,96171
PROPOSAL # 09 - (21-22)
DUE DATE: JUNE 16, 2022 - 3:00 P.M. (LOCAL TIME)

The Lea County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for the professional services of an ENTERTAINMENT BOOKING AGENT, SPECIAL EVENTS.

The Request for Proposals, any future addenda, and all related information may be obtained from Lea County's website at Requests for Proposals (leacounty.net) or by contacting the Finance Department, Courthouse, 100 North Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521 ext. 8610 kferguson@leacounty.net.

QUESTIONS must be in writing to the same contact information above. Only questions asked and answered in writing will be binding.

Dean Jackson, Chair

Hobbs News Sun

June 1, 2022

Request for Proposals
ENTERTAINMENT BOOKING AGENT

RFP #09 – (21-22)
Due: June 16, 2022 – 3:00 p.m. (local time)

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet for RFP #09 – (21-22), "Entertainment Booking Agent", the undersigned agrees that he/she has received a complete copy consisting of 29 pages.

The Acknowledgment of Receipt form shall be signed and returned by fax or e-mail to the Purchasing Department no later than June 8, 2022. Only potential Offerors who elect to return this form will receive copies of future communications, including addenda, relating to RFP #09 – (21-22), if issued.

COMPANY/FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO. _____

E-MAIL: _____ FAX NO. _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____
This name and address will be used for all correspondence related to this RFP.

Firm **does / does not** (circle one) intend to respond to RFP# 09 – (21-22).

If firm does not intend to reply, please give a brief reason for not responding. _____

_____

RETURN TO: KELLI FERGUSON, BUYER
LEA COUNTY FINANCE DEPARTMENT
100 N. MAIN, SUITE 11
LOVINGTON, NM 88260
TELEPHONE: (575) 396-8521 EXT. 8610
FAX: (575) 396-1127
kferguson@leacounty.net

Faxed or emailed copies of this form will be accepted. However, faxed or emailed copies of the proposal will not be accepted.

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
PROPOSAL # 09 - (21-22)
DUE DATE: JUNE 16, 2022 - 3:00 P.M. (LOCAL TIME)

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.

2. All proposals will be sealed, addressed and delivered to: The Finance Department, 4th Floor, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by **June 16, 2022 at 3:00 p.m. (local time).** Please **mark the outside of the envelope PROPOSAL # 09**. It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, telephone, and emails will not be accepted.

3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.

4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.

5. All proposals will be valid until the Agreement is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.

6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.

7. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.

8. The Lea County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
PROPOSAL # 09 - (21-22)
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9. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are part of this Request for Proposals.

10. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.

11. The County will negotiate a contract with the highest qualified firm(s) as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act, any applicable New Mexico state gross receipts tax, all federal and state laws, and rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

    The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated immediately by the contracting agency.

13. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.

14. It is expressly agreed and understood that the offeror is not authorized to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
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15. The County may terminate this Contract if the Procurement Officer, Finance Director, or County Manager judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term cause will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.

17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

18. Upon award, the agreement between the offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.

19. **After award, proposals are subject to public inspection.** Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be considered proprietary. All material submitted will become the property of Lea County and will not be returned.

20. The ENTERTAINMENT BOOKING AGENT will be required to carry, maintain, and submit proof of:

    a) General liability insurance in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate for the entire contract.

Lea County will be listed as additional insured and proof of coverage will be provided to the County before services begin.

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
PROPOSAL # 09 - (21-22)
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21. A multi-term proposal is being sought, not to extend past two (2) years. The County's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time, or at least to the end of each fiscal year, without penalty. There must be no equitable or moral duty to continue to make payments under the proposal.

22. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Lea County Courthouse
100 N. Main, Suite 11
Lovington, NM 88260

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
PROPOSAL #09 - (21-22)
DUE DATE: JUNE 16, 2022 – 3:00 P.M. (LOCAL TIME)

I. GENERAL

Lea County, New Mexico (hereinafter "COUNTY") desires to enter into a one-year contract for the services of an ENTERTAINMENT BOOKING AGENT / AGENCY. It is anticipated there will be an option to renew for an additional one (1) year, subject to availability and appropriation of funds and the County's satisfaction with services rendered. **This Request for Proposal will exclude the booking services during the annual Lea County Fair and Rodeo.**

CONTACT with COUNTY: To ensure information is consistent to all prospective respondents, any direct or indirect contact with COUNTY elected officials or COUNTY staff, other than the COUNTY Purchasing staff, relating to this solicitation, is strictly prohibited during this solicitation process until after contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.

QUESTIONS: Any and all questions regarding this entire RFP must be in writing to: kferguson@leacounty.net. Questions must be asked and answered in writing, otherwise they are not binding. Answers that directly affect this RFP / Scope of Work will be answered via an official Addendum and immediately posted to Lea County's website: Requests for Proposals (leacounty.net).

The conduct of this RFP is subject to the Lea County Procurement Policy and New Mexico State Statute §13-1-28 through 199, NMSA, 1978, incorporated herein by reference.

ATTACHMENT A enclosed herein is a draft of the agreement to be entered for the proposed services. The agreement will be for one year from the time of award with the option to renew at the discretion of the COUNTY and upon mutual agreement for an additional one (1) year term.

The COUNTY intends to award to the highest ranking firm to meet its need for services based upon the criteria herein.

II. BACKGROUND

The County is soliciting proposals from qualified persons/firms to enter into an agreement for the booking of various types of entertainment to be held at the Lea County Event Center, Hobbs, New Mexico and/or the Lea County Fairgrounds, Lovington, New Mexico. Lea County is proposing to conduct public entertainment events at these locations. The selected contractor will suggest, schedule and oversee entertainers ("Acts") on an as-needed, work-order basis for 2022-2023 calendar years, as well as communicate and work with the Director of the Lea County Event Center/Fairgrounds and other Administration officials.

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
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III. SCOPE

A. The Contractor shall: submit viable suggestions to the Director of the Lea County Event Center, conduct negotiations, schedule and secure contracts/addendums and riders, including specific deposit and balance payment (both to be in form of Lea County check) instructions from Artists' Agency. The negotiated agreements will be forwarded to the Director of the Lea County Event Center for review and subsequently brought before the Board of County Commissioners for final approval and execution.

B. Contractor and/or staff shall be on site from load-in throughout load-out of Artists to oversee and coordinate between Artists and Lea County. This will encompass, but not be limited to: catering, meet and greets, and the vendor/artist's staff member used for merchandising.

C. Contractor shall communicate with the selected Sound and Production Company (COUNTY to secure this service) on specifics of all Artists' requirements.

D. Contractor shall have at least ten (10) years of experiences in booking entertainment artist of different genres and productions.

E. Contractor shall provide documented administrative experience in the hiring and scheduling of the Acts over the past (5) years.

F. Contractor shall provide national recording artists to perform no less than ninety (90) minutes.

G. Contractor shall provide list of potential entertainment that can be provided within the COUNTY budget.

H. Selected Contractor must be able to provide COUNTY with bi-weekly updates on entertainment fees, contract negotiations and notice of date contracts will be presented to the COUNTY for executing.

I. The COUNTY will:

a. Provide funding for operations as stipulated and as authorized by the County Commissioners of Lea County, New Mexico.

b. Provide the dates, locations, times, stages, electricity, and security as necessary for the Contractor's proper execution of services and responsibilities.

c. Notify the Contractor as far in advance as possible of any changes.

d. Provide Contractor with available dates for booking entertainment; Contractor will realize that the Lea County Event Center receives customers' inquiries daily on booking events for the general public. Change may occur due to general public's needs.

e. Notify Contractor of any previous "open" booking dates that have resulted in occurrence of the various "annually booked" events that have surfaced.

SPECIFICATIONS AND CONTRACTUAL TERMS
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IV. PROPOSAL CONTENT

A. Technical Proposal Content
The respondent's Technical Proposal shall include the following items and in the sequence listed:

1. To address Evaluation Criteria No. 1 below, provide the following:
   a. Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.
   b. Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.
   c. A project time schedule, operational/management approach, major tasks to be accomplished, and a detailed statement of services to be provided under each task.

2. To address Evaluation Criteria No. 2 below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.

3. To address Evaluation Criteria No. 3 below, provide the following:
   a. Description of past contracts similar to the scope herein that have been completed by the firm.
   b. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.
   c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

4. To address Evaluation Criteria No. 4 below, provide the following:
   Description and name of a minimum of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project. The COUNTY may be used as a reference only once.

5. To address Evaluation Criteria No. 5 below, respond to related Schedule A requirements herein and organize response according to this Section IV sequence.

SPECIFICATIONS AND CONTRACTUAL TERMS
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V. PROPOSAL EVALUATION AND SELECTION

A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee.

	EVALUATION CRITERIA	POINTS
1.	Management structure and approach to the project including time-line, booking of subcontractors, task breakdowns and assignments	40
2.	Qualifications/competence of project team members to perform project	15
3.	Capacity and capability of the firm to perform the project, and to do so in a timely manner	15
4.	Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client; including history of work with Lea County, if applicable.	25
5.	Clarity of proposal	5
	Total	**100**

B. Preference for State and Local Resident Businesses/Contractors

1. Pursuant to §13-1-21 and §13-4-2, NMSA, 1978, of the New Mexico Statutes, applicable percent preference will be added to the scores of respondents who submit within their proposal a copy of their New Mexico residency certificate issued by the New Mexico Taxation and Revenue Department.

2. Proposals received without copy of resident certificates stated herein do not qualify for this preference.

SPECIFICATIONS AND CONTRACTUAL TERMS
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C. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the Evaluation Committee to the Lea County Board of Commissioners for review and approval. Contract(s), including negotiated payment terms, will have been negotiated prior to the committee's recommendation and may follow the format of the contract enclosed herein.

PRESENTATION OF OFFER

Offerors should provide a general statement addressing their proposals and ability to provide the services listed in the Scope of Work. Please respond to all Evaluation Criteria.

List at least three references, including phone numbers, of clients served during the last three years. Include the proposal form with your narrative, which should be no longer than twenty pages. ***Please provide an original and five (5) copies, as well as one (1) electronic copy (CD or memory stick) of your offer/response.***

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offeror(s) who submit proposals found to be reasonably likely to be selected for award.

ALL QUESTIONS must be submitted in writing to:
Kelli Ferguson, Procurement Officer
kferguson@leacounty.net
Only questions asked and answered in writing will be binding.

Terms and Conditions are incorporated herein by reference.

End of Specifications.

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
PROPOSAL #09 - (21-22)
DUE DATE: JUNE 16, 2022 – 3:00 P.M. (LOCAL TIME)

BOOKING AGENT / AGENCY NAME: _____

*** ***Attach proposal, which addresses all Evaluation Criteria.***

	RESPONSE
The following attached required forms have been completed, signed & returned with your proposal/offer. a. Campaign Contribution b. Resident / Veteran Preference -- *Attach a copy of certificate issued by NM Tax & Rev., if applicable* c. Related Party Disclosure d. Debarment Certification e. Non-Collusion Affidavit	_____Yes
Do the services offered meet specifications? ***If the equipment or services offered do not meet specifications, all exceptions or variations are set forth on the following Page 15, titled "Options, Exceptions....".***	_____Yes _____No

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
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I have read and understand the Terms and Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal Form.

_____ Signature	_____ Name (Typed/Printed)
_____ Company	_____ Position
_____ Address	_____ Telephone Number
_____ City, State, Zip	_____ FAX Number
_____ E-Mail Address	_____ Tax ID #

State of _____)
)ss.
County of _____)

_____(name), being duly sworn, deposes and says that he/she is

_____(title) of _____(company) and all fore-going questions and

all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ___.

_____
Notary Public

My commission expires:

_____

OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO

ENTERTAINMENT BOOKING AGENT
SPECIAL EVENTS
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Please state each and every option, exception, or variation to the specifications (if any) for the service offered. **Please sign below and return with your offer.**

1) THERE ***ARE*** OPTIONS, EXCEPTIONS OR VARIATIONS._____
Signature

- OR -

2) THERE ***ARE NO*** OPTIONS, ETC. LISTED. The services offered on this Request for Proposal, meet or exceed all specifications, terms and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected and all costs will be borne by the seller.

_____
Signature

REQUIRED -- 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 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.

"**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.

REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Lea County Public Officials/Commissioners: County Commissioners Dean Jackson, Rebecca Long, Gary Eidson, Jonathan Sena, Pat Sims and Sheriff Corey Helton, Clerk Keith Manes, Assessor Sharla Kennedy, Treasurer Susan Marinovich, and Probate Judge Sandra Goad

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____ _____

Signature Date Title (position)

-- OR —

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

_____ _____

Signature Date

_____

Title (Position)

PROPOSAL FORM
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 one box only

Veteran Resident Businesses:

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

□ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"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 veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract form 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.

Resident Business/Veteran Business Certificate Number: _____

_____ _____
(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.

*** * A copy of valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate *issued by NM Tax & Rev* must be provided in order to receive preference.**

Related Party Disclosure Form

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

Yes_____ No _____

_____

_____

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

_____

_____

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

Yes_____ No _____

_____

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes_____ No _____

_____

_____

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

Yes_____ No _____

_____

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

Signature of Owner or Company President:_____**Date**_____

(Print Name and Title): _____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Signature of Authorized Representative Date

Typed Name & Title of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF_____)

County OF_____)

_____(name) being first duly sworn, deposes and says

that he/she is (title) _____

of (organization)_____

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

That all statements of fact in such proposal are true:

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

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

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

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

By:_____

Title_____

SUBSCRIBED and sworn to before me this_____day of_____, 20_____.

Notary Public:_____
My Commission Expires:

ATTACHMENT A

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

sample

CONTRACT # _____
Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: _____

Services Summary Description: _____

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: _____

This Contract complies with New Mexico and County procurement requirements as follows:

☐ RFP # _____, ☐ BOCC approval date _____

☐ Bid # _____, ☐ BOCC approval date _____

☐ "Qualified" Professional Service, $60,000 or less annually. Qualifications attached.

☐ Three Written Quotes $60,000 or less annually ☐ $20,000 or less annually.

☐ Sole – Source ☐ Emergency Procurement

☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

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sample

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence _____ **or date of last signature**, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to _____ additional years, not to exceed a total of _____ years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

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sample

administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:
Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney's fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the

Contractor's performance under this contract. The Contractor's agreement to hold harmless,

sample

indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractors who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - JURISDICTION AND VENUE: If any dispute arising under this contract cannot be resolved by negotiation or mediation, the proper jurisdiction and venue for any litigation, if permitted, is the Fifth Judicial District, Lea County Division, Lovington, New Mexico.

ARTICLE 18 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 19 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon.

Each party shall be responsible for their respective mediation costs.

sample

ARTICLE 20 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 21 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

sample

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:
Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra.*
Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

ARTICLE 32 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that cannot be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

sample

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

LEA COUNTY: _____

_____
County Manager

_____
Print Name and Title

Date: _____

Date: _____

* * * * * * * *

Contractor's NM Taxation and Revenue Department ID Number:_____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

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