

# **Elephant Butte Irrigation District**

## **PROFESSIONAL LEGAL SERVICES**

### **REQUEST FOR PROPOSALS**

EBID 2019-05

Elephant Butte Irrigation District (EBID) now invites sealed proposals from independent contractors for professional legal services. It is EBID's intent to select one or more legal firms who can be called upon to provide general counsel/legal services as needed.

The request for proposal document will be published only in English and may be obtained from the EBID website or office at the address below. If requested, the documents will be promptly dispatched through electronic format. No liability can be accepted for loss or late delivery.

Proposals must be delivered to the main office at the address below on or before 2:00 p.m., MST, Wednesday, February 27, 2019.

Prospective offerors may obtain further information, and inspect and acquire request for proposal documents at the following:

Elephant Butte Irrigation District  
Gail E. Norvell, Finance Director/CPO  
530 South Melendres Street  
Las Cruces, NM 88005  
Telephone: (575) 993-2437  
Website: <http://www.ebid-nm.org>

**ELEPHANT BUTTE IRRIGATION DISTRICT**  
**REQUEST FOR PROPOSALS (RFP)**

**PROFESSIONAL LEGAL SERVICES**

**RFP # 2019-05**

**Elephant Butte Irrigation District**  
**530 S. Melendres**  
**Las Cruces, NM 88005**

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## **SECTION I -- INTRODUCTION**

### ***1.0 Overview***

Elephant Butte Irrigation District (EBID) requests proposals from independent qualified firms to provide professional legal services.

### ***1.1 Purpose of This Request For Proposals***

The purpose of this Request For Proposals (RFP) is to procure legal services for Elephant Butte Irrigation District. Responsibilities include attending monthly board meetings, or meetings of the Executive committee if requested, addressing any legal matter that arises, including but not limited to tort claims, reviewing contracts, reviewing services and goods, proposals and procurement, advising on personnel matters, drafting and reviewing and defending resolutions, conduct of litigations, statutes and regulations, planning and zoning, historic preservation, prosecution of litigations, intergovernmental affairs, legislative lobbying. Offerors must possess necessary licenses to enable them to provide representation to EBID before New Mexico State and Federal Courts. Contractor will be expected to be proactively aware of and involved to counsel in matters of import to EBID.

### ***1.2 Summary Scope of Work***

The selected offeror shall provide legal services during business hours, be able to work on and off regular working hours and have ability to work on and off the premises with ability and availability to dedicate time for services to EBID at designated times for meetings, hearings, workshops, etc. within the state and out of state.

### ***1.3 Scope of Procurement***

Elephant Butte Irrigation District (EBID) hereby requests proposals from responsible offerors to provide legal services. The legal services required include attending periodic meetings of the Board of Directors and EBID committees and workshops, i addressing any legal matters that arise, included but not limited to tort claims, reviewing contracts, reviewing services and goods, proposals and procurement, advising on personnel matters, drafting and reviewing and defending resolutions, conduct of litigations.

Offerors must possess substantial and demonstrable knowledge and experience in the areas of irrigation and special districts, local public bodies, tort claims, governmental finance and contracting, procurement, statutes and regulations, planning and zoning, historic preservation, prosecution of litigations, intergovernmental affairs, legislative lobbying. Offerors must possess necessary licenses to enable them to provide representation to EBID before New Mexico State and Federal Courts.

Various litigations are pending and may be discussed with the finalists as selected by the evaluation committee.

The initial contract shall be for a term of one calendar year from the contract effective date. EBID reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration.

#### ***1.4 Procurement Manager***

EBID has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address and telephone number are listed below.

Gail E. Norvell, Finance Director/CPO  
530 S. Melendres  
Las Cruces, NM 88005  
Phone: (575) 993-2437  
E-Mail: gnorvell@ebid-nm.org

To ensure information is consistent to all prospective respondents, all inquiries or requests regarding this procurement should be submitted, in writing, only to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other EBID employees and representatives do not have the authority to respond on behalf of EBID.

#### ***1.5 Definition of Terminology***

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

"Business Hours" means 7:30 a.m. to 4:30 p.m. Mountain Time.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" shall mean successful Offeror who signs a binding contract.

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

"Desirable" The terms "may," "can", "should", "preferably", "prefers" or "requests" identify a desirable or discretionary item or factor.

"EBID" means Elephant Butte Irrigation District.

"EC" is an acronym that stands for, and may be used interchangeably with, "Evaluation Committee".

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

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"Mandatory" The terms "must", "shall", "will", "is required", or "are required" identify a mandatory 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.

"Procurement Distribution List" means the list of offerors whom, by returning the most currently required "Acknowledgement of Receipt" form (concerning the latest communication regarding procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the procurement manager.

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

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

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

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

### ***1.6 Key to symbols used in this RFP***

Paragraph number(s) in braces ([ ]) reflect references (forward and backward) between requirement(s) and the criteria that will be used to judge and/or score that requirement(s). These are provided as a convenience and are not all inclusive. Failure to provide complete cross-references does not indicate that a requirement will not be scored or evaluated. Offerors should contact the Procurement Manager, prior to the proposal submittal deadline, with any questions.

### ***1.7 Background Information***

#### **1.7.1 EBID Background**

EBID is located in Las Cruces, New Mexico. It was founded in 1918 to oversee irrigation from the Rio Grande River downstream of Elephant Butte Dam. EBID is responsible for overseeing 133,000 acres of land and managing beneficial use of 90,640 water righted acres within the State of New Mexico. International and interstate compacts obligate EBID to deliver river water to Texas and Mexico. EBID maintains 600 miles of canals, laterals and drains.

EBID is a Political Subdivision of the State of New Mexico and is governed by a nine member Board of Directors, elected by EBID constituents owning a minimum of two acres of land. New Mexico State Statutes authorize EBID to assess constituent land owners determined to have taxable acres within EBID boundaries. This assessment and sale of water is the source of revenues for EBID. The 90,640 acres of irrigable farm land within the boundaries of EBID are documented by land records which are kept by EBID. This data serves as the information for our tax base.



## SECTION II -- CONDITIONS GOVERNING THE PROCUREMENT

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

### 2.0 Overview

This section of the document contains the DRAFT schedule for this procurement, describes the major procurement events and milestones, and specifies general conditions governing the procurement.

### 2.1 Sequence of Events

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	2/5/19 (Tuesday)
6. <b>Submission of Proposal</b>	Offerors	<b>2/27/19 (Wednesday), 2:00 PM local time</b>
7. Proposal Evaluation	Evaluation Committee (EC)	2/28/19 – 3/1/19 (Thursday – Friday )
8. Selection of Finalists	Evaluation Committee	3/6/19 (Mon)
9. Contract Award	EBID	3/19/19 (Wednesday)
10. Protest Deadline	Offerors	3/27/19 (Wednesday)

### 2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in the table in Paragraph 2.1.

#### 2.2.1 Issue of RFP

This RFP is being issued by Elephant Butte Irrigation District on the date specified in the Sequence of Events.

Paper copies of the RFP can be obtained from the Procurement Manager or downloaded on the home page of the EBID web site at <http://www.ebid-nm.org>.

#### 2.2.2 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN 2:00 PM MST ON WEDNESDAY, FEBRUARY 27, 2019 AT THE FOLLOWING ADDRESS. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed to:

Elephant Butte Irrigation District  
ATTN: Gail E. Norvell, Finance Director/CPO  
530 S. Melendres  
Las Cruces, New Mexico, 88005

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to **RFP EBID #2019-05**. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed until contract award.

### 2.2.3 Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committees (EC) composed of representatives of EBID. During this time, the Procurement Manager may, at his/her option, initiate discussions with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### 2.2.4 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist(s) Offerors. A schedule for the oral presentation and demonstration, if applicable, will be determined at this time.

### 2.2.5 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the Finalist Notification Letter.

### 2.2.6 Finalize Contract(s)

It is EBID's intent to select one or more legal firms who can be called upon to provide general counsel/legal services as needed. A contract will be finalized with the most advantageous Offeror(s). In the event that mutually agreeable terms cannot be reached within the time specified, EBID reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

### 2.2.7 Contract Award

After review of the Evaluation Committee Report and the signed contract, EBID will award the contract(s) on the date specified in the Sequence of Events. This date is subject to change at the discretion of EBID.

Contract award shall be made to the Offeror whose proposal(s) are the most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points. EBID makes no representation of any kind that an award of contract(s) will be made as a result of this RFP.

### 2.2.8 Protest Deadline

Any protest by an Offeror must be in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following contract award and will end as of close of business on fifteenth calendar day following contract award. Protests must be written and must include the name and address of the protestant and the solicitation number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be mailed to the following address:

Elephant Butte Irrigation District  
Gail E. Norvell, Finance Director/CPO  
530 S. Melendres  
Las Cruces, New Mexico 88005

Protests received after the deadline will not be accepted.

## **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Manager's procurement regulations, 1 NMAC 5.2.

### 2.3.1 Acceptance of Conditions Governing the Procurement

Offeror must indicate acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### 2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

### 2.3.3 Contractor Responsibilities

The Contractor shall be solely responsible for performance under the contract. EBID will make contract payments only to the prime contractor.

### 2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the Contractor shall remain solely responsible for performance under the contract.

#### 2.3.4.1 In Letter of Transmittal

The offeror must identify any and all sub-contractors to be utilized (by company name) OR explicitly state that “No subcontractors, or subcontractor personnel, are utilized in the attached proposal.” in the letter of transmittal.

#### 2.3.4.2 In Proposal

If used, the use of subcontractors must be clearly explained, and all must be identified by name, in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

### 2.3.5 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. EBID will not merge, collate or assemble proposal materials.

### 2.3.6 Offeror's 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(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by applicable procurement regulations.

### 2.3.7 Proposal Offer Firm

Responses to this RFP, including costs, 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 a best and final offer, if one is requested.

### 2.3.8 Disclosure of Proposal Contents

The proposals will be kept confidential until the contract is awarded by EBID. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or

confidential. The Procurement Manager 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.

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, 57-34-1 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. EBID reserves the right to remove and discard any inappropriately marked materials and not consider such materials in the scoring of that offeror's proposal.

Offerors are discouraged from submitting proprietary or confidential materials unless it is necessary to provide a complete proposal. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. For this procurement, any proprietary or confidential material, if submitted, shall be contained wholly and completely in a separate binder (Binder #4) which shall contain ONLY proprietary or confidential materials. Proprietary or confidential material shall be referred to BY REFERENCE ONLY from all other binders that shall contain NON-PROPRIETARY AND NON-CONFIDENTIAL MATERIALS ONLY.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, EBID 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 continuing prohibition on the disclosure of confidential data.

#### 2.3.9 No Obligation

This procurement in no manner obligates EBID to the eventual purchase of services offered until confirmed by an executed written agreement approved by EBID. Progress toward this end is solely at the discretion of EBID and may be terminated at any time prior to the signing of a contract.

#### 2.3.10 Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when EBID determines it is in their best interest.

#### 2.3.11 Source of Funding

Any agreement based on a proposal is contingent upon EBID, making appropriate appropriations and authorization for the performance of the agreement.

#### 2.3.12 Legal Review

EBID requires that all Offerors agree to be bound by the general requirements as articulated in this RFP. Any Offeror concerns must be brought promptly to the attention of the Procurement Manager.

#### 2.3.13 Governing Law

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

#### 2.3.14 Basis for Proposal

Only information supplied by EBID in writing through the Procurement Manager or in this RFP should be used in the preparation of Offeror proposals.

### 2.3.15 Contract Terms and Conditions

The contract between EBID and a Contractor will follow the format specified by EBID and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions." However, EBID reserves the right to negotiate with a successful Offeror(s) provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of EBID's terms and conditions, as contained in this Section or in Appendix B, the Offeror must propose specific alternative language. EBID may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

### 2.3.16 Offeror's Terms and Conditions

Offerors must submit with the proposal complete sets of any additional terms and conditions that they expect to have included in a contract negotiated with EBID.

### 2.3.17 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between EBID and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

### 2.3.18 Offeror Qualifications

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

### 2.3.19 Right to Waive Minor Irregularities

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

### 2.3.20 Change in Contractor Representatives

EBID reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of EBID, meeting its needs adequately.

### 2.3.21 Notice

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

### 2.3.22 Proposal Acceptance Rights/Conflict of Interest

EBID reserves the right to accept all or a portion of an Offeror's proposal, however, acceptance of a proposal is contingent upon the Offerors certification and agreement to comply with all provisions of New Mexico State Law.

EBID will evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. EBID's determination shall be final.

#### 2.3.23 Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors/Contractor must secure written approval from EBID 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.

#### 2.3.24 Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of EBID.

#### 2.3.25 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of services under the services 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 EBID.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without EBID's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark and other proprietary rights notice from the licensed software or related materials.

#### 2.3.26 Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also paragraph 2.2.5, Response to Written Questions/RFP Amendments.)

#### 2.3.27 Correctness of Reference Information

It is the offeror's sole responsibility to insure that all references provided are current and that the contact information provided is correct. Persons checking references shall make minimal or no efforts to follow-up on incorrect information. Proposals will receive a low score, or a score of zero (0) in this area if one or more of the references cannot be contacted after a reasonable effort to do so.

#### 2.3.28 Use of Internal References

References to other personnel within the offeror's organization (or parent organization) are unacceptable. Such references will not be contacted and the offeror shall receive a score of zero (0) for that reference.

#### 2.3.29 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 EBID, the version maintained by EBID shall govern.

## SECTION III -- RESPONSE FORMAT AND ORGANIZATION

### 3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

### 3.1 Number of Responses

Offerors may submit only one proposal.

### 3.2 Number of Copies

A single proposal copy is made up of Binder #1, Binder #2, Binder #3 and Binder #4. Offerors shall deliver THREE (3) identical copies (defined as the original and TWO [2] copies of the original) of their proposal Binder #1, THREE (3) identical copies of their proposal Binder #2 (containing just the Cost Response Form and Terms & Conditions), THREE (3) identical copies of their proposal Binder #3 and THREE (3) identical copies of their proposal Binder #4 (containing any and all proprietary and/or confidential material [only]) to the location specified in Paragraph 2.2.6, on or before the closing date and time for receipt of proposals. Note that Binder #3 is required only if "Other Supporting Material" or proprietary and/or confidential material is submitted. If no "Other Supporting Material" or proprietary and/or confidential material is submitted, Binders #3 may be omitted.

### 3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (See also paragraph 3.4.9, Marking of Binders.)

### 3.4 Proposal Organization

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

#### 3.4.1 Organization and Indexing

Each proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

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

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications
- e. Response to EBID Terms and Conditions
- f. Offeror's Additional Terms and Conditions\*\*
- g. RFP Compliance Declaration (Appendix A)
- h. Campaign Contribution Disclosure Form (Appendix D)

#### **Binder #2 (Mandatory)**

- a. Table of Contents
- b. Completed Offeror Response and Cost Response Form (Appendix C)

#### **Binder #3 (Mandatory, only if other supporting materials included, otherwise not required)**

- a. Table of Contents (optional)
- b. Other Supporting Material (samples, marketing materials, etc.)
- c. All (and only) other proprietary or confidential material

\*\* If no additional proposed Terms and Conditions are included, so state in conjunction with response to item c, "Response to EBID Terms and Conditions, immediately above.

#### 3.4.2 Order of items

Within each section of their proposal(s), Offerors must address the items in the order in which they appear in this RFP.

#### 3.4.3 Inclusion of completed forms.

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

#### 3.4.4 Costs, rates, or expenses discussion.

All discussion of the proposed costs, rates, or expenses must occur only on the Cost Response Form, Appendix C.

#### 3.4.5 Isolation of individual requirements

Offeror must isolate responses to individual requirements (i.e. not spread randomly through the entire proposal or across multiple binders). Each requirement will be evaluated and scored independently of all other requirements before the individual scores are summarized.

#### 3.4.6 Use of section numbers and titles from RFP

Responses to sections 4.2.1 through (and including) sections 4.2.22.1.7. (and all associated sub-paragraphs) in offeror's proposal must use and correspond to the section numbers and titles used in those paragraphs of the RFP (such as "4.2.1. System Requirements" or "4.2.6. Warranties") unless otherwise stated within those paragraphs or sub-paragraphs. This material shall be placed under Tab E, "Response to Mandatory Specifications" or under Tab F, "Response to Desirable Specifications" (as appropriate), in Binder #1. Items required to follow this convention, but not doing so, will be disregarded and not considered or included in the scoring.

#### 3.4.7 Mandatory use of month and year in dates regarding personnel

For each key skill or knowledge listed in resumes or similar narrative within the proposal, offeror must list starting and ending dates INCLUDING THE MONTH (MM/YY to MM/YY format). Required items not following this convention will be disregarded and not considered or included in the scoring.

#### 3.4.8 Use of lists of experiences or qualifications

Except where specifically called for, "Laundry lists" (five or more items) of skills, experience, or knowledge are to be avoided unless necessary to fully establish the facts in the matter. If used, EACH ENTRY must indicate the start and end dates (MM/YY to MM/YY format) and also indicate whether the exposure or use was "brief" (less than six (6) months of intensive work in this area and limited knowledge), "moderate" (more than six (6) months of intensive work in this area and basic working knowledge), or "extensive" (two (2) or more years of intensive work in this area and strong working knowledge). Items not following this convention will be disregarded and not considered or included in the scoring.



### 3.4.9 Marking of binders

Proposal binders must be clearly labeled and numbered. The original copy of each binder shall be clearly marked as such on the front of the binder.

### 3.4.10 Page numbers and Tables of Contents

Within each binder submitted, each page (except for divider pages) shall be consecutively numbered and shall correspond with the table of contents. If a cover page is used, it shall be numbered "i" and the Table of Contents shall be numbered starting with "ii". If no cover page is used, the Table of Contents shall be numbered starting with "i". In either case, the first non-divider page following the Table of Contents shall start the page numbering with "1". Each binder shall contain its own Table of Contents covering that binder only. **(The Letter of Transmittal is not subject to page numbering requirements and shall be the first item within Binder #1).** This paragraph is not mandatory for Binder #3, Other Supporting Material.

### 3.4.11 Clear Response to Requirements

Any requirement(s) not clearly and explicitly responded to shall receive a score of zero (0) if the proposal is not otherwise eliminated from consideration as non-responsive.

### 3.4.12 Other Supporting material

Offerors may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements (and included in the requirements cross-reference table), this material should be included in Binder #3. While the material in Binder #3 may be reviewed by members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

## 3.5 Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. A copy shall be included in each Binder #1. The letter of transmittal MUST include the following information:

- a. Identify the submitting organization;
- b. Identify the name and title of the person authorized by the organization to contractually obligate the organization; (including e-mail address)
- c. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization; (including e-mail address)
- d. Identify the names, titles and telephone numbers of persons to be contacted for clarification; (including e-mail address)
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in paragraph 2.3.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP;
- h. Identify any (and all) subcontractors utilized (if applicable) or state that none are used (see paragraph 2.3.4.1).

## **SECTION IV -- SPECIFICATIONS**

### **4.0 Overview**

This section contains specifications and relevant information offerors should use for the preparation of their proposals.

### **4.1 Information**

#### **4.1.1. Response Required for Every Specification**

Offeror's proposal must contain a response to each specification. If there are any specifications an offeror chooses not to respond to, offeror must still acknowledge the specification by indicating "Not Applicable".

#### **4.1.2. EBID Resources**

The following resources will be provided to contractor personnel for use on this contract:

EBID will assign designated personnel to facilitate the contractor in setting up meetings, provide information and data for research and review, depositions and discovery, and otherwise facilitate the work as assigned by the EBID Treasurer/Manager on a case by case basis. The support of EBID resources does not relieve the contractor of the primary responsibility to provide legal counsel.

#### **4.1.3. Work Performance**

For the purpose of preparing proposals, Offerors are to assume that work will be performed at the Contractor's offices, various meeting locations (in and out of town) and at the following location:

Elephant Butte Irrigation District  
530 S. Melendres  
Las Cruces, New Mexico 88005

#### **4.1.4. Timeframe**

For the purpose of preparing proposals, offerors are to research and review legal matters and perform legal responses, draft and review resolutions, defend all legal litigations, respond to legal inquiries, and provide assistance and counsel to EBID Board of Directors and Treasurer/Manager on a case by case basis, meeting time lines and necessary responses and court requirements as required to fully and completely fulfill the needs of EBID as pertinent to legal matters.

### **4.2 Specifications and Requirements**

#### **4.2.1. Project Reporting**

##### **4.2.1.1 Requirements**

Offerors must agree to prepare monthly written status reports for submittal to the EBID Board of Directors and EBID Treasurer/Manager that includes a statement of time spent on litigations and other services, and a description of work performed, and copies of all pleadings filed by any party, and to attend monthly board meetings. Written status reports will include a minimum of project progress, problems encountered and recommended solutions. In addition, the contractor will report weekly to the Treasurer/Manager on progress of projects.

4.2.1.1.1 Offerors must agree to prepare a monthly written status reports for submittal to the EBID Board of Directors and EBID Treasurer/Manager that includes a statement of time spent on litigations, a description of work

performed, and copies of all pleadings filed by any party. Offeror shall describe their firms' ability and experience in these areas, in detail, in narrative form. [5.2.1.1.1]

4.2.1.1.2. Offerors must agree to present and discuss the monthly written status reports for submittal to the EBID Board of Directors and EBID Treasurer/Manager that includes a statement of time spent on litigations, a description of work performed, and copies of all pleadings filed by any party at the EBID monthly board meeting. Offeror shall describe their firms' ability and experience in these areas, in detail, in narrative form. [5.2.1.1.2]

4.2.1.1.3. Must provide written status reports that will include a minimum of project progress, problems encountered and recommended solutions. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.1.1.3]

4.2.1.1.4. In addition, the contractor will report weekly to the Treasurer/Manager on progress of projects. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.1.1.4]

## 4.2.2. Offeror Experience

### 4.2.2.1. Requirements

4.2.2.1.1. Offerors must possess two (2) or more years substantial and demonstrable knowledge and prior firm experience in the areas of law for which services are proposed with preference for experience in the defense of municipal, county and/or state government. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.1.]

4.2.2.1.2. Offerors must possess substantial and demonstrable knowledge and experience in the areas of intergovernmental finance and contracting. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.2.]

4.2.2.1.3. Offerors must possess substantial and demonstrable knowledge and experience in the areas of New Mexico state government (e.g. Board Compliance, Open Meetings Act, Inspection of Public Records, New Mexico procurement, statutes and regulations). Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.3.]

4.2.2.1.4. Offerors must possess substantial and demonstrable knowledge and experience in the areas of land use planning and zoning, easements and sales of property. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.4.]

4.2.2.1.5. Offerors must possess substantial and demonstrable knowledge and experience in the areas of historic preservation and safe harbor regulations. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.5.]

4.2.2.1.6. Offerors must possess substantial and demonstrable knowledge and experience in the areas of State of New Mexico tort claims matters. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.6.]

4.2.2.1.7. Offerors must possess substantial and demonstrable knowledge and experience in the areas of State of New Mexico personnel and public employee laws. Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.7.]

4.2.2.1.8. Offerors must possess substantial and demonstrable knowledge and experience in the areas of State of New Mexico tort claims, liability, property and workers' compensation matters . Offeror shall describe their firms' knowledge and experience in these areas, in detail, in narrative form. [5.2.2.1.8.]

### 4.2.3. Lawyer Expertise

#### 4.2.3.1. Requirements

4.2.3.1.1. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of municipal, county or state government. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling matters in these areas, in detail, in narrative form. Offerors must include the New Mexico State Bar License number and date of issue. [5.2.3.1.1.]

4.2.3.1.2. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of intergovernmental finance and contracting. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.2.]

4.2.3.1.3. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of New Mexico state government (e.g. Board Compliance, Open Meetings Act, Inspection of Public Records, Procurement statutes and regulations). Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.3.]

4.2.3.1.4. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of Right of Way (ROW), land use planning and zoning, easements and sale of property. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.4.]

4.2.3.1.5. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of historic preservation and safe harbor regulations. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.5.]

4.2.3.1.6. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of State of New Mexico tort claims matters. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.6.]

4.2.3.1.7. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of State of New Mexico personnel and public employee laws. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.7.]

4.2.3.1.8. Offerors must possess substantial and demonstrable knowledge and experience of the individual lawyers represented by their firm in the areas of State of New Mexico tort claims, liability, property and workers' compensation matters. Offeror shall provide a statement of each lawyer's areas of expertise and a description of any experience the lawyer has in handling these matters in these areas, in detail, in narrative form. [5.2.3.1.8.]

#### 4.2.4. Technical Support

##### 4.2.4.1. Requirements

4.2.4.1.1. Offeror must agree to maintain legal counsel available via telephone, staffed from at least 8:00 A.M. to 5:00 P.M. Mountain Time during business days for EBID, and accessible to EBID authorized users. Legal counsel providing support must be fully knowledgeable concerning legal issues addressed in this RFP. Personnel providing system or product support must be able to give competent legal counsel to authorized users. A statement of concurrence is required. [5.2.4.1.1.]

#### 4.2.5. Primary Account Representative

##### 4.2.5.1. Requirements

4.2.5.1.1. In their proposal, offerors must identify by name and location both the proposed primary account representative who will be responsible for the performance of the contract. The primary account representative is the person who will serve as the single point of contact between the offeror and authorized users. That person's resume must be included in the proposal. [5.2.5.1.1.]

#### 4.2.6. References

##### 4.2.6.1. Requirements

4.2.6.1.1. Offerors must submit, in their proposal, three (3) government and/or corporate references for current or previous entities that have or are currently using the contractor's firm for legal counsel. Each reference must include the name of the contact person, address, telephone number and description of services provided. EBID reserves the right to investigate the references and the past performance of any offeror with respect to its successful performance of similar projects, compliance with specifications, contractual obligations, and/or its completion or delivery of a project on schedule. [5.2.6.1.1.]

4.2.6.1.2. Offerors shall identify and submit in their proposal, any potential conflict of interests. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required. The Offeror shall comply with the provisions of the Governmental Conduct Act, NMSA 1978, and Sections 10-16-1 to 10-16-18, regarding contracting with a public officer or state employee. Offeror shall provide a statement identifying each lawyer's as well as the firm's areas of conflict of interest, in detail, in narrative form. [5.2.6.1.2.]

#### 4.2.7. Oral Presentation

##### 4.2.7.1. Requirements

4.2.7.1.1. EBID does not anticipate interview with Offerors, however, if selected as a finalist, and the EBID Evaluation Committee desires an oral presentation, Offerors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at an oral presentation. Offerors shall be expected to present the contents of their proposal and to discuss the merits of their firm's legal expertise. The proposed primary account representative is expected to conduct the presentation. Offerors may also be required to discuss other relevant items as requested by the Evaluation Committee. A statement of concurrence is required. [5.2.7.1.1.]

#### 4.2.8. Cost

##### 4.2.8.1. Requirements

4.2.8.1.1. Offerors must complete the Cost Response Form found in Appendix C and submit it with their proposal. [5.2.8.1.1.]

#### 4.2.9. Insurance

##### 4.2.9.1 Requirements

The Contractor is required to obtain minimum insurance coverage, as follows:

4.2.9.1.1. Workers' compensation insurance to cover obligations imposed by applicable federal and state statutes with the minimum levels required by law. A statement of concurrence is required. [5.2.9.1.1.]

4.2.9.1.2. Commercial general liability insurance with a minimum combined single liability of \$1,000,000.00 for each occurrence. The policy shall include coverage for bodily injury liability, contractual liability for liability assumed under this License, owner's and contractor's protective liability, and broad form property damage. The policy shall contain a severability of interests provision. A statement of concurrence is required. [5.2.9.1.2.]

4.2.9.1.3. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than the minimum required by the State of New Mexico, for each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of work. A statement of concurrence is required. [5.2.9.1.3.]

4.2.9.1.4. The policies required by #1 and #2 shall be endorsed to include Contractor, its officers, agents and employees as additional insured and shall stipulate that the insurance afforded shall be excess and not contributory insurance. A statement of concurrence is required. [5.2.9.1.4.]

4.2.9.1.5. Contractor and its insurers providing the required coverages shall waive all rights to subrogation against EBID and members of its governing bodies, its officers, agents and employees. A statement of concurrence is required. [5.2.9.1.5.]

4.2.9.1.6. Insurance is required prior to commencing any work and Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor. A statement of concurrence is required. [5.2.9.1.6.]

4.2.9.1.7. Contractor understands and agrees that he will not be covered under the worker compensation insurance policy of EBID, or provided any employee benefits or other monetary benefit of any type or nature for performing the work. A statement of concurrence is required. [5.2.9.1.7.]

SECTION V -- EVALUATION

**5.0 Overview**

**5.1 Evaluation Point Summary**

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Only finalist offerors will receive points for their oral presentation, if applicable.

<b>Spec. #</b>	<b>Specification Title</b>	<b>Points</b>
4.2.1.1.1	Project Reporting-Written Status Report	25
4.2.1.1.2	Project Reporting-Presentation to BOD	25
4.2.1.1.3	Project Progress/Problems/Resolutions	25
4.2.1.1.4	Project Progress-Weekly Status	25
4.2.2.1.1	Firm Experience-Municipal/State Government	25
4.2.2.1.2	Firm Experience-Intergovernmental Contracting	25
4.2.2.1.3	Firm Experience-Board/Open Meetings/Procurement	25
4.2.2.1.4	Firm Experience-ROW/Land Use/Zoning/Easements	25
4.2.2.1.5	Firm Experience-Historic Preservation/Safe Harbor	25
4.2.2.1.6	Firm Experience-Tort Claims Matters	25
4.2.2.1.7	Firm Experience-New Mexico personnel/public employee laws	25
4.2.2.1.8	Firm Experience-New Mexico liability/property/WC matters	25
4.2.3.1.1	Lawyer Experience-Municipal/State Government	25
4.2.3.1.2	Lawyer Experience-Intergovernmental Contracting	25
4.2.3.1.3	Lawyer Experience-Board/Open Meetings/Procurement	25
4.2.3.1.4	Lawyer Experience-ROW/Land Use/Zoning/Easements	25
4.2.3.1.5	Lawyer Experience-Historic Preservation/Safe Harbor	25
4.2.3.1.6	Firm Experience-Tort Claims	25
4.2.3.1.7	Lawyer Experience-Personnel/Public Employees	25
4.2.3.1.8	Lawyer Experience-Insurance (Liab/Property/WC, etc.)	25
4.2.4.1.1	Support	20
4.2.5.1.1	Primary Account Representative	20
4.2.6.1.1	References	25
4.2.6.1.2	Conflicts of Interest	25
4.2.7.1.1	Oral Presentation	25
4.2.8.1.1	Cost	150
4.2.9.1.1	Insurance-Workers Compensation	5
4.2.9.1.2	Insurance-Commercial General Liability	5
4.2.9.1.3	Insurance-Comprehensive Auto Liability	5
4.2.9.1.4	Insurance-Additional Insured	5
4.2.9.1.5	Insurance-Subrogation	5
4.2.9.1.6	Insurance-Certificates of Insurance	5
4.2.9.1.7	Insurance-Non coverage/No benefits	5
	<b>TOTAL</b>	<b>800</b>

**5.2 Evaluation Factors (All Specifications)**

Points will be awarded according to the following list. Note that each evaluation criteria item below corresponds with an item in Section 4, the requirements section. That is, for each requirement in Section 4 (that starts with the number “4”), there is a corresponding evaluation criteria, listed below, that has the same number except that it starts with a “5”. Also note that for items that say “XX point(s) will be awarded for compliance”, this means for full compliance. Partial points may be awarded for partial compliance. Points will be awarded on the basis of the following evaluation factors:

## 5.2.1. Project Requirements

### 5.2.1.1. Requirements

5.2.1.1.1. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.1.]

5.2.1.1.2. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.1.1.2.]

5.2.1.1.3. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.1.1.3.]

5.2.1.1.4. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.1.1.4.]

## 5.2.2. Offeror Experience

### 5.2.2.1. Requirements

5.2.2.1.1. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.1.]

5.2.2.1.2. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.2.]

5.2.2.1.3. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.3.]

5.2.2.1.4. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.4.]

5.2.2.1.5. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.5.]

5.2.2.1.6. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.6.]

5.2.2.1.7. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.7.]

5.2.2.1.8. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]

[4.2.2.1.8.]



### 5.2.3. Lawyer Expertise

#### 5.2.3.1. Requirements

5.2.3.1.1. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.1.]

5.2.3.1.2. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.2.]

5.2.3.1.3. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.3.]

5.2.3.1.4. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.4.]

5.2.3.1.5. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.5.]

5.2.3.1.6. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.6.]

5.2.3.1.7. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.7.]

5.2.3.1.8. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.3.1.8.]

#### 5.2.4. Technical Support

##### 5.2.4.1. Requirements

5.2.4.1.1. [Up to 20 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.4.1.1.]

#### 5.2.5. Primary Account Representative

##### 5.2.5.1. Requirements

5.2.5.1.1. [Up to 20 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm's expertise and experience.]  
[4.2.5.1.1.]

#### 5.2.6. References

##### 5.2.6.1. Requirements

- 5.2.6.1.1. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm’s expertise and experience.] [4.2.6.1.1.]
- 5.2.6.1.2. [Up to 25 point(s) may be awarded based on the cited capability and strength of the response as compared to all other offerors response to this same item, based on the strength of the firm’s expertise and experience.] [4.2.6.1.2.]

5.2.7. Oral Presentation

5.2.7.1. Requirements

5.2.7.1.1. [Up to 50 points may be awarded based upon an evaluation of the responses to a series of questions that may be asked of the references concerning the quality of the offeror’s services, responsiveness to problems and complaints and the level of satisfaction with the offerors' overall performance. [4.2.7.1.1.]

5.2.8. Cost

5.2.8.1. Mandatory Requirements

5.2.8.1.1. The evaluation of each offeror’s cost proposal will be conducted using the following formula: [4.2.8.1.1.]

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Offeror's Grand Total Cost}} \times 150 = \text{Award Points}$$

5.2.9. Insurance

5.2.9.1. Requirements

5.2.9.1.1. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.1.]

5.2.9.1.2. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.2.]

5.2.9.1.3. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.3.]

5.2.9.1.4. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.4.]

5.2.9.1.5. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.5.]

5.2.9.1.6. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.6.]

5.2.9.1.7. [Up to 5 point(s) may be awarded based on the response as compared to all other offerors response to this same item.] [4.2.9.1.7.]

### **5.3 Evaluation Process**

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Paragraph 2.2.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Paragraph 2.3.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores may be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from an oral presentation will be added to the previously assigned points to attain final scores. The responsible offeror(s) whose proposal is most advantageous to EBID, taking into consideration the evaluation factors in Section V, will be recommended for award as specified in Paragraph 2.2.13. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement may result in a multiple awards.

**APPENDIX A**

***RFP Compliance Declaration***

**PROFESSIONAL LEGAL SERVICES**

RFP EBID #2019-05

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any and all materials and/or services to EBID within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in Federal Rules and Regulations.

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

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

TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

NM TAX & REVENUE DEPT. CRS # \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

NM SECRETARY OF STATE REGISTRATION # \_\_\_\_\_ (corp only)

This form must be completed and returned with the proposal. Failure to include will subject response to rejection.

**APPENDIX B**

***AGREEMENT TERMS AND CONDITIONS***

**PROFESSIONAL LEGAL SERVICES**

RFP EBID #2019-01

**ELEPHANT BUTTE IRRIGATION DISTRICT  
CONTRACT**

**For**

**LEGAL SERVICES**

**CONTRACT NUMBER 2019-01**

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_ (“contractor”) and Elephant Butte Irrigation District.

It is mutually agreed between the parties:

1. DEFINITIONS:

1.1 "Acceptance" - means approval, after a test period, of software, communications, card products, systems production facility, or any other component of this project, by EBID.

1.2 "Agreement Administrator" - means the individual assigned by EBID to administer the Agreement.

1.3 "Contract" - means an agreement for the procurement of items of tangible personal property or services. "Contract" and "Agreement" are used interchangeably, and both refer to this Agreement.

1.4 "Determination" - means the written decision of EBID or the written agreement of the parties that becomes an amendment to this Agreement in accordance with paragraph 16.

1.5 "Project Manager" - means EBID-identified employee or consultant who reports to EBID regarding the services and products contracted in this Agreement.

1.6 "Services" - refers to legal services, including letters, telephone conference, presentations, briefs, legal filings and memoranda that the Contractor develops under this Agreement.

1.7 "Task" - means a specific piece of work or activity.

2. DETAILED SCOPE OF WORK: EBID desires to contract legal services for an independent law firm. Responsibilities include attending monthly board meetings, or meetings of the Executive committee if requested, addressing any legal matter that arises, including but not limited to State of New Mexico water law, reviewing contracts, reviewing services and goods proposals and procurement, advising on personnel matters, drafting and reviewing and defending resolutions, conduct of litigations, statutes and regulations, planning and zoning, historic preservation, environmental law, prosecution of litigations, intergovernmental affairs, legislative lobbying. Offerors must possess necessary licenses to enable them to provide representation to EBID before New Mexico State and Federal Courts. Contractor will be expected to be proactively aware of and involved to counsel in matters of import to EBID.

3. DUTIES AND RESPONSIBILITIES: Contractor shall perform legal counsel at the direction of the EBID Board of Directors and/or Treasurer/Manager. EBID shall have ultimate approval authority with regard to litigation

strategy and all pleadings shall be submitted to the EBID Board of Directors and/or Treasurer/Manager within a reasonable time prior to filing.

4. EBID the right to require a change in Offeror representatives if the assigned representatives are not, in the opinion of EBID, meeting its needs adequately.

5. All work performed by the CONTRACTOR under this Agreement must conform to applicable government laws, regulations, and codes as well as to acceptable industry standards and practices. This conformance includes but is not limited to all relevant State of New Mexico laws and statutes.

6. CONTRACTOR warrants that neither the CONTRACTOR nor any officer, stockholder, director or employee of the CONTRACTOR, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the CONTRACTOR'S ability to perform under this Agreement, nor to the best knowledge of the CONTRACTOR is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the CONTRACTOR shall immediately disclose such fact to EBID.

7. The term of the Agreement shall be for one year commencing on March 19, 2019 and terminating on February 28, 2020. EBID reserves the right to renew this Agreement for up to three (3) additional one year terms (or portions thereof). In no event, however, shall the term of the Agreement exceed four years ending February 28 2023. Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of funding in accordance with Paragraph 4.1 or Paragraph 4.2 of the Agreement.

#### 8. TERMINATION:

8.1 Early Termination - Notwithstanding any other provision of this Agreement, EBID may terminate this Agreement by delivering to the CONTRACTOR notice of the intent to terminate at least thirty (30) days prior to the intended date of termination. By such termination, EBID may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this Paragraph 4.1 may be made with or without cause. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED EBID IN SUCH CIRCUMSTANCES AS THE CONTRACTOR'S DEFAULT OR BREACH OF CONTRACT.

8.2 Termination for Lack of Funding - The terms of this Agreement are contingent upon sufficient authorizations and funding being or having been made by EBID for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by EBID, or are discontinued by EBID, this Agreement shall terminate upon written notice being given by EBID to the CONTRACTOR. EBID's decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the CONTRACTOR and shall be final.

#### 9. COMPENSATION:

9.1 Payment of Taxes: New Mexico gross receipts taxes levied on amounts payable under this Agreement shall be paid by the CONTRACTOR. The CONTRACTOR shall agree that the responsibility for payment of all state and federal taxes assessed on the compensation received under this Agreement shall be the CONTRACTOR'S obligation and be identified under the CONTRACTOR'S federal and state identification number(s). New Mexico gross receipts taxes shall be itemized separately on the invoice.

9.2 Condition of Payment: Upon completion of agreed upon services, CONTRACTOR shall submit an invoice to EBID for payment. Each invoice shall identify the services and describe the services performed.

#### 10. PATENT, COPYRIGHT AND TRADE SECRET INDEMINIFICATION:

The Contractor is required to obtain minimum insurance coverage, as follows:

10.1. Workers' compensation insurance to cover obligations imposed by applicable federal and state statutes with the minimum levels required by law.

10.2. Commercial general liability insurance with a minimum combined single liability of \$1,000,000.00 for each occurrence. The policy shall include coverage for bodily injury liability, contractual liability for liability assumed under this License, owner's and contractor's protective liability, and broad form property damage. The policy shall contain a severability of interests provision.

10.3. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than the minimum required by the State of New Mexico, for each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of work.

10.4. The policies required by #1 and #2 shall be endorsed to include Contractor, its officers, agents and employees as additional insured and shall stipulate that the insurance afforded shall be excess and not contributory insurance.

10.5. Contractor and its insurers providing the required coverages shall waive all rights to subrogation against EBID and members of its governing bodies, its officers, agents and employees.

10.6. Insurance is required prior to commencing any work and Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Elephant Butte Irrigation District  
530 S. Melendres  
Las Cruces, NM 88005

10.7. Contractor understands and agrees that he will not be covered under the worker compensation insurance policy of EBID, or provided any employee benefits or other monetary benefit of any type or nature for performing the work.

## 11. INDEMNIFICATION:

11.1 In addition to the CONTRACTOR'S liability as provided for in Paragraphs 2.12 and 7, of this Agreement, the CONTRACTOR shall indemnify, defend, and hold harmless EBID and their officers and employees from and against any and all claims, demands, liability, suits, causes of action, losses, damages, fines, fees, attorneys fees, penalties, costs, expenses, injuries to property, judgments (including defense costs and attorneys fees) that occur or arise out of or in connection with:

11.1.1 CONTRACTOR'S performance or failure to perform under any provision of this Agreement;

11.1.2 CONTRACTOR'S breach of any term, condition, warranty or representation contained in this Agreement;

11.1.3 CONTRACTOR'S provision of services that are not in accordance with any applicable law, rule, regulation, or provision of this Agreement;

11.1.4 CONTRACTOR'S failure to perform in accordance with the standard of care contained in Paragraph 2.12 of this Agreement; or

11.1.5 any error, omission, fraud, embezzlement, theft or negligence of CONTRACTOR.

11.6 It is understood, however, that the CONTRACTOR'S obligations under this Paragraph do not extend to liabilities resulting from causes beyond the control and without the fault or negligence of the CONTRACTOR, including acts of God, war or civil commotion, fire, earthquake, or other natural disaster, and unforeseeable acts of any federal, state, or local government or EBID thereof.

12. QUALITY ASSURANCE: The Agreement Administrator shall apply the following quality assurance process to all deliverables produced by the CONTRACTOR:

12.1 Quality assurance shall be a process whereby the Agreement Administrator determines that the deliverable complies with Agreement requirements, including all relevant standards and procedures and is correct and functional.

12.2 Quality assurance begins with personal receipt by the Agreement Administrator or her designee of the deliverable from the CONTRACTOR.

12.3 The Agreement Administrator shall have thirty (30) calendar days from the date of receipt of deliverables to complete a quality assurance review.

12.4 If the deliverable provided by the CONTRACTOR is accepted under quality assurance, the CONTRACTOR will be notified of the acceptance in writing.

12.5 If the deliverable or any portion(s) thereof is unacceptable under quality assurance, the Agreement Administrator shall notify the CONTRACTOR in writing within thirty (30) calendar days from the date of receipt of that deliverable.

13. ASSIGNMENT: The CONTRACTOR shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior, written approval from EBID. No such assignment or transfer shall relieve the CONTRACTOR from its obligations and liabilities under this Agreement.

14. SUBCONTRACTING: The CONTRACTOR may subcontract portions of the services to be performed under this Agreement with prior, written approval of EBID. No such subcontracting shall relieve the CONTRACTOR from its obligations and liabilities under this Agreement. The following listed subcontractors have been approved to provide services under the terms and conditions of this agreement:

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15. STATUS OF CONTRACTOR: Notwithstanding any other provisions of this Agreement, the CONTRACTOR, and its agents and employees, are independent Contractors performing professional services for EBID and are not employees of EBID. The CONTRACTOR, including its agents and employees, shall not, by virtue of this Agreement, accrue leave, retirement, insurance, bonding, use of EBID vehicles, or any other benefits afforded to employees of EBID. The CONTRACTOR acknowledges that all sums received under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

16. RELEASE: The CONTRACTOR'S acceptance of final payment of the amount due under this Agreement shall operate as a release of EBID, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind EBID to any obligation not assumed within the terms of this Agreement by EBID, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY: Any information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of EBID except as may otherwise be required by law.

18. CONFLICT OF INTEREST: The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with the provisions of the Governmental Conduct Act, NMSA 1978, and Sections 10-16-1 to 10-16-18, regarding contracting with a public officer or state employee.

19. AMENDMENTS: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

20. EQUAL OPPORTUNITY COMPLIANCE: The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States



shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

21. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New Mexico. Notwithstanding any other provision of this Agreement, in the event of a lawsuit involving this Agreement, venue shall be proper only in a New Mexico court of competent jurisdiction. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over such lawsuits.

22. RECORDS AND AUDITS: The CONTRACTOR shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by EBID, the New Mexico Department of Finance and Administration, the Chief Information Officer, and the New Mexico State Auditor. EBID, New Mexico Department of Finance and Administration, and the New Mexico State Auditor shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of EBID to recover excessive and/or illegal payments.

23. ENFORCEMENT OF AGREEMENT/WAIVER: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

24. NOTICE OF PENALTIES: The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

25. ON-SITE RESPONSIBILITIES: EBID agrees to provide the CONTRACTOR'S personnel, while performing on-site services, for the following:

25.1 EBID shall provide designated personnel as assigned by the Treasurer/Manager to work with the CONTRACTOR'S personnel in all aspects of legal consultation.

25.2 While performing on-site services in Las Cruces, EBID will provide the CONTRACTOR'S personnel reasonable facilities including use of a copy machine, multimedia equipment, personal computer, local telephone service, and FAX machine.

26. AGREEMENT ADMINISTRATOR: EBID shall appoint an administrator for this Agreement who shall be the official contact between the CONTRACTOR and EBID in all matters concerning this Agreement. All events, problems concerns or requests affecting this Agreement must be reported by the CONTRACTOR to the Administrator in a timely manner. The Administrator shall approve and accept all Agreement products and services prior to payment.

27. NOTICES: All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

To EBID:

Elephant Butte Irrigation District  
530 S. Melendres  
Las Cruces, New Mexico 88005

To CONTRACTOR:

Each party may designate a different person and address by sending written notice to the other party, to be effective no later than ten (10) days after the date of the notice.

28. MERGER; SCOPE OF AGREEMENT:

28.1 The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or EBID or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

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

28.3 This Agreement incorporates by reference the following Exhibits:

28.3.1 Exhibit 1: A complete copy of RFP #2019-05, including all Appendices;

28.3.2. Exhibit 2: CONTRACTOR'S proposal submitted in response to RFP # 2019-05, including any amendments and best and final offers;

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by EBID, below.

Elephant Butte Irrigation District

Contractor

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

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

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

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

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

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

**APPENDIX C**

***COST RESPONSE FORM***

**PROFESSIONAL LEGAL SERVICES**

**COST RESPONSE FORM**

**RFP EBID # 2019-05**

The Firms' proposals must include the comprehensive cost statement presented in the following table. All costs are to be contained in this statement.

Description	Hourly Rate	Sales and other taxes payable if contract is awarded ref. 11.2(a)(ii)	Total price per item
Hourly Rate: (must state rate for each attorney, staff, para-legal, clerk and secretary separately  Per diem Rate  Travel Rate  Other Costs: Phone Fax Copies Miscellaneous			

\_\_\_\_\_  
Offeror representative signature

\_\_\_\_\_  
Date signed

## APPENDIX D

### *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 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 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 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 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 request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that 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 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) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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