

**REQUEST FOR PROPOSALS**  
**FOR**  
**GENERAL COUNSEL/LEGAL SERVICES**

*As Requested by*

**THE SOUTHERN SANDOVAL COUNTY ARROYO  
FLOOD CONTROL AUTHORITY**



**RFP No. 2020-04**

**PROPOSAL DUE DATE: JULY 13, 2020, 3:00 p.m.**

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**Appendix A-Required Information Form**

**Appendix B-Campaign Contribution Disclosure Form**

**Appendix C-Sample SSCAFCA Agreement**

**Proposals Requirements and Submission Instructions to Offerors:**

1. Proposal due date: July 13, 2020 at 3:00 p.m. local time. Proposals for the project will be received by the Fiscal Services Department, Southern Sandoval County Arroyo Flood Control Authority, via Dropbox website.
  - a) Offerors shall send an email no later than 10:00 a.m., July 13, 2020, to inform SSCAFCA that you wish to submit a proposal in response to RFP 2020-04. Send email to [dcasaus@sscafca.com](mailto:dcasaus@sscafca.com) and [ebaca@sscafca.com](mailto:ebaca@sscafca.com).
  - b) To avoid missing your email, the SUBJECT LINE of your email must provide the following information: RFP 2020-04 OFFEROR-July 13, 2020-3:00 PM-“OFFEROR’S NAME”
  - c) You will receive an email back from Deborah Casaus or Erica Baca with a link to upload proposal files.
  - d) Click on the link provided in the email. You will be asked to choose from a computer or choose from a Dropbox. Most likely you will be choosing from your computer.
  - e) Navigate to the proposal document that you want to upload and click on it then select “Open”. You will be taken to a screen that shows the file selected. Verify this is the correct file. If you are uploading multiple files, click “+Add more file” and select the additional file. Once you have selected the files you want to send as your RFP submittal, enter your first and last name and email address then click “Upload”. Your files(s) should upload and you should see a notice that your upload is complete.
  - f) You should also receive an email telling you which files you have uploaded to the Dropbox. If you do not receive the confirmation, please contact Deborah Casaus via email [dcasaus@sscafca.com](mailto:dcasaus@sscafca.com) to confirm receipt of submission.
2. **Point of Contact:** This Request for Proposals (RFP) is issued by SSCAFCA, Fiscal Services Department, which is the sole point of contact during the procurement process (the “Point of Contact”). Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or SSCAFCA personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact:

Southern Sandoval County Arroyo Flood Control Authority  
Fiscal Services Department  
Attention: Deborah Casaus, Fiscal Services Director  
1041 Commercial Dr. SE  
Rio Rancho, NM 87124  
(505) 892-5266  
[dcasaus@sscafca.com](mailto:dcasaus@sscafca.com)

**SOUTHERN SANDOVAL COUNTY ARROYO  
FLOOD CONTROL AUTHORITY  
(SSCAFCA)**

**GENERAL COUNSEL/LEGAL SERVICES  
REQUEST FOR PROPOSALS  
RFP No. 2020-04**

**1. INTRODUCTION**

**1.1. Overview.** Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests competitive sealed proposals for **General Counsel/Legal Services**.

It is SSCAFCA’s intention to select one or more attorneys/law firms who can be called upon to provide general counsel/legal services, as needed. SSCAFCA is a very small public agency dedicated to providing storm water protection for the citizens within its jurisdiction (e.g. Rio Rancho, the Village of Corrales, the Town of Bernalillo and the southern portion of Sandoval County). The position will support SSCAFCA in accomplishing this goal.

**1.2. Term.** SSCAFCA intends to enter into a one (1) year contract, with an option to renew (3) additional years not to exceed four (4) years.

**1.3. Scope of Work/Specifications.** The attorney/law firm will provide general counsel/legal services to the Board of Directors and the Executive Engineer. Services can, include, but are not limited to:

- 1.3.1 Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the SSCAFCA Board of Directors and staff on a variety of matters pertaining to all aspects of SSCAFCA operations with an emphasis on:
  - a. Statutory compliance of a public agency (e.g., Board Compliance, Open Meetings Act and Inspection of Public Records Act).
  - b. Construction and regulatory cases with an emphasis on flood control, storm water drainage and environmental regulations (e.g. USEPA, NEPA, NPDES Storm Water Quality Regulations).
- 1.3.2 Providing Right of Way (ROW) acquisition services, including research of title, development of easement, and the exercise of Eminent Domain on behalf of SSCAFCA
- 1.3.3 Researching and interpreting laws, court decisions, and other authorities in order to prepare legal opinions and to advise the Board of Directors and staff on legal matters pertaining to SSCAFCA matters.
- 1.3.4 Attending regular Board of Director meetings (open and closed sessions) as needed and advising the Board of Directors on matters on the agenda as well as procedural matters that may arise during and following the meeting.

- 1.3.5 Attendance at other SSCAFCA meetings deemed necessary or as requested by the Executive Engineer of SSCAFCA.
- 1.3.6 Drafting, reviewing, and/or revising documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
- 1.3.7 Representing SSCAFCA in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
- 1.3.8 Representing SSCAFCA in intergovernmental projects and other matters, as needed.
- 1.3.9 Providing legal advice and assistance to operating departments with regard to employee disciplinary actions and providing advisory services to SSCAFCA during appeal hearings.
- 1.3.10 Perform other duties as directed by the Executive Engineer and/or Board of Directors.

**2. CONDITIONS GOVERNING PROCUREMENT**

**2.1. Overview.** This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

**2.2. Schedule of Events.** SSCAFCA will make every effort to adhere to the following schedule:

| <b>Action</b>   | <b>Responsibility</b> | <b>Date</b>                             | <b>Time</b> |
|---|-----------------------|---|-------------|
| Issue RFP   | SSCAFCA               | June 28, 2020                           | N/A         |
| Deadline to Submit Written Questions  | Potential Offerors    | July 7, 2020                            | 5:00 PM     |
| Response to Written Questions   | SSCAFCA               | July 9, 2020                            | 5:00 PM     |
| Submission of Proposals   | Offerors              | July 13, 2020                           | 3:00 PM     |
| Proposal Evaluation (Including time for Interviews, Oral Presentations, and Best and Final Offers)* | Evaluation Committee  | July 13 – July 15, 2020                 |             |
| Notify Offerors of Selection  | SSCAFCA               | July 15, 2020                           | 5:00 PM     |
| Finalize Contract (upon SSCAFCA Board approval)   | SSCAFCA/Offeror       | July 16, 2020                           |             |
| Protest Deadline  | Offerors              | 10 days following notification of award |             |

\*Offerors will be notified by the Fiscal Services Department if and when to expect interview and Best and Final Offer dates.

- 2.2.1 **Issuance of RFP.** This RFP is being issued by the SSCAFCA Fiscal Services Department on the date specified in the Schedule of Events above.
- 2.2.2 **Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact. Written responses to written questions and any RFP amendments will be posted to SSCAFCA's website at the following address:  
<http://www.sscafca.com>  
It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.
- 2.2.3 **Submission of Proposal.** All Offeror proposals must be received by SSCAFCA no later than the date and time specified in the Schedule of Events. Proposals received after this deadline will not be accepted. Proposals must be submitted as per the instructions detailed in the "Submission Instructions to Offeror".
- 2.2.4 **Proposal Evaluation.** The evaluation of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.
- 2.2.5 **Selection of Finalists.** The Evaluation Committee will select and the Point of Contact will notify the Finalist Offerors.
- 2.2.6 **Best and Final Offers.** 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 Schedule of Events. Best and final offers may also be clarified and amended at Finalist Offeror's oral presentation, if any.
- 2.2.7 **Oral Presentations.** The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at the SSCAFCA office in Rio Rancho on the date specified in the Schedule of Events.
- 2.2.8 **Finalize Contract.** The Contract will be finalized with the most advantageous Offerors. In the event that mutually agreeable terms cannot be reached within the time specified, SSCAFCA reserves the right to terminate negotiations with that Offeror. The Contract will be presented to the SSCAFCA Board of Directors for their approval on the date specified in the Schedule of Events.
- 2.2.9 **Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification(s) of the contract award(s). Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact (Section 1.2).

### 2.3. General Proposal Requirements and Miscellaneous Information.

- 2.3.1 Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.2 Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SSCAFCA.
- 2.3.3 Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.
- 2.3.4 It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the Point of Contact named above. SSCAFCA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments.

**Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**

- 2.3.5 A proposal may be amended or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. An amendment must be a complete replacement for a previously submitted proposal and must be clearly identified in a transmittal letter signed by the Offeror's authorized representative. SSCAFCA reserves the right to request proof of authorization to withdraw or amend a proposal.
- 2.3.6 All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the procurement is completed.
- 2.3.7 SSCAFCA may evaluate the proposals based on the anticipated completion of all or any portion of the project. SSCAFCA reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project when deemed to be in SSCAFCA's best interest. SSCAFCA makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

- 2.3.8 SSCAFCA may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.9 By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by SSCAFCA.
- 2.3.10 Offeror acknowledges and accepts that any expense incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror.
- 2.3.11 SSCAFCA expects the highest level of ethical conduct from Offerors including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 2.3.12 After identifying the highest scoring Offeror, SSCAFCA will attempt to negotiate final terms of a Contract with such Offeror, on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.
- 2.3.13 SSCAFCA shall 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. SSCAFCA's determination shall be final.

**3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS**

**3.1. General Proposal Requirements.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

**3.2. Number of Copies.** Offeror must submit 1 electronic copy of your entire proposal in a PDF format using the process outlined in the section titled "Submission Instructions to Offeror".

**3.3. Proposal Format.**

3.3.1 Proposals shall be limited to a maximum length of 15 numbered pages, not including the Cover Letter, Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.2.2. Please identify the requirement number in the proposals when responding to each.

3.3.2 Proposals shall be clearly divided into unique sections, which shall include:



- a. Cover Letter
- b. Table of Contents
- c. Other Required Documents
- d. Response to Desirable Requirements

#### **4. SUBMISSION REQUIREMENTS**

**4.1. Overview.** This section contains the mandatory and desirable proposal submission requirements as well as related information. Offerors must respond to the mandatory requirements and should respond to the desirable requirements of this RFP providing the required responses, documentation and assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that requirement, except for Section 4.3.3.

**4.2. Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 **Cover Letter.** Offerors must submit a cover letter summarizing why the Offeror is interested in this proposal. A party authorized to bind the entity submitting the proposal must sign the cover letter.

4.2.2 **Other Required Documents.** The following list of documents must be submitted with the proposal, but will not be counted towards the 15 page limit:

- a. Certificate of professional liability insurance of at least one million dollars (\$1,000,000).
- b. **Required Information Form** (provided in Appendix A) which includes acknowledgement that the proposal is effective for 60 days and that the offeror agrees to compliance with all terms and conditions.
- c. **Campaign Contribution Disclosure Form.** In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body (SSCAFCA) are required to file the attached "Campaign Contribution Disclosure Form" with that state agency or local public body, in this case SSCAFCA. This form must be filled out in its entirety and submitted with the offer.

**4.3. Desirable Requirements.** As SSCAFCA shall evaluate all of the proposals on the same basis, it is required that your proposal conforms in all respects to the specifications outlined in this RFP.

**4.3.1. Experience and knowledge of Project Team.** Provide an organization plan for your firm. Please include qualifications of project team members shown in organization plan, including their qualifications to practice law in New Mexico and office location. Include the type of representation of local public bodies & administrative agencies. List governmental entities represented and brief description of work performed. You may also provide any unique knowledge of key team members as related to the Scope of Services in Section 1.3.

**4.3.2. Ability to provide competent and timely service with continuity.** A description of the Offeror's ability to provide timely service and maintain continuity between separate team members should a key member be unavailable during a portion of an existing assignment or upon request for needed services.

**4.3.3. Experience with eminent domain, construction and regulatory cases.** Describe Offeror's experience with property acquisition, negotiation of easements and experience with Eminent Domain. Explain Offeror's experience with any construction litigation and experience on construction contracts with contractors, architects, engineers and administrators.

**4.3.4. Experience with interpretation of state and federal environmental statutes and regulations.** Describe the Offeror's experience in representation of public entities dealing with the State of New Mexico and federal environmental statutes and regulations, particularly the Clean Water Act.

**4.3.5. Cost Proposal.** Submit a cost proposal that includes the following items:

- a. Attorney rate(s).
- b. Legal Assistant rate(s).
- c. Runner for document delivery, filing papers, clerical, etc. rate(s).
- d. Other Charges (mileage, copies, postage, per diem rate, etc.)

**4.3.6. References and/or Recommendations.** References and/or recommendations on work of a directly related nature from clients other than SSCAFCA.

**4.3.7. Resident Contractor or Resident Veterans Contractor Preference.** If applying for a resident contractor or resident veteran contractor preference for this RFP, Offeror must submit certificate issued by the New Mexico Tax and Revenue Department preference to obtain points. Only one preference may be applied to the RFP scoring. Please see NMSA 1978, Sections 13-1-21 and 13-1-22.

## **5. EVALUATION OF PROPOSALS**

**5.1. Evaluation Points Summary.** The following is a summary of evaluation factors and the maximum point factors assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

| <b>RFP Section</b> | <b>Factor</b>  | <b>Points</b> |
|--------------------|--|---------------|
|                    | <b><u>Mandatory Requirements-Pass/Fail</u></b>   |               |
| <b>4.2.1</b>       | Cover Letter   | Pass/Fail     |
|                    |  |               |
| <b>4.2.2</b>       | <b>Other Required Documents</b>  |               |
| 4.2.2 a.           | Certificate of Liability Insurance   | Pass/Fail     |
| 4.2.2 b.           | Required Information Form  | Pass/Fail     |
| 4.2.2 c.           | Campaign Contribution Disclosure Form  | Pass/Fail     |
|                    |  |               |
|                    |  |               |
| <b>4.3</b>         | <b><u>Desirable Requirements</u></b>   |               |
| <b>4.3.1</b>       | <b>Experience and knowledge of Project Team</b>  | <b>25</b>     |
| <b>4.3.2</b>       | <b>Ability to provide competent and timely service with continuity.</b>  | <b>10</b>     |
| <b>4.3.3</b>       | <b>Experience with eminent domain, construction and regulatory cases.</b>  | <b>20</b>     |
| <b>4.3.4</b>       | <b>Experience with interpretation of state and federal environmental statutes and regulations.</b>                               | <b>15</b>     |
| <b>4.3.5</b>       | <b>Cost Proposal</b>   | <b>20</b>     |
| <b>4.3.6</b>       | <b>References and/or Recommendations.</b>  | <b>10</b>     |
| <b>4.3.7</b>       | <b>Resident Contractor or Resident Veterans Contractor Preference (Up to 10 points possible, See NMSA 1978, Section 13-1-22)</b> | <b>10</b>     |
|                    | <b>TOTAL POINTS</b>  | <b>110</b>    |

**5.2. Desirable Requirements.** Failure to respond to a Desirable Requirement will result in zero points being awarded for that requirement.

**5.3. Oral Presentation/Interview.** Offerors who submit a written proposal in response to this RFP may be selected to give an oral presentation. SSCAFCA reserves the right to award a contract on the basis of proposals only or may require selected Offerors to be interviewed or make an oral presentation.

**Appendix A**  
**REQUIRED INFORMATION FORM**  
**RFP 2020-04**  
**General Counsel/Legal Services**

**1. IDENTITY OF OFFEROR:**

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

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

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

ALTERNATE EMAIL CONTACT: \_\_\_\_\_

(SSCAFCA may attempt to contact Offeror via email. Please provide additional email contact information if available.)

TELEPHONE #: \_\_\_\_\_

FEIN: \_\_\_\_\_

CONTACT PERSON FOR PROPOSAL: \_\_\_\_\_

**2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST**

Please indicate any potential conflicts of interest including, but not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.
- If NO conflict exists, write NONE below.

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(Please attach additional pages if necessary)

### 3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this document, through the undersigned representative who has the authority to bind the Offeror, and by submitting this proposal in response to this RFP, the Offeror agrees to the following:

- To perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP.
- To be bound by this proposal for a minimum of 60 days from the date proposals were due.
- Receipt of all addenda that have been issued for this RFP.

SIGNED BY:

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Name (print)

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Signature

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Title

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Date

PROSPECTIVE CONTRACTOR NAME: \_\_\_\_\_

### 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 fifty dollars (\$250.00) 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.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, OR THEIR REPRESENTATIVES HAVE 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.

For the purposes of this procurement, the applicable public officials are the SSCAFCA Board of Directors named below:

James Fahey Jr., Chair Pro Tem  
4828 Corrales Rd.  
Corrales, NM 87048

Michael Obrey, Chairman  
105 Carey Road  
Corrales, NM 87048

Mark Conkling, Chair Pro Tem (Alt)  
2528 Sandia Loop NE  
Rio Rancho, NM 87124

John Chaney, Treasurer  
3592 Calle Suenos  
Rio Rancho, NM 87124

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 (\$250.00) WERE MADE to an applicable public official by me, or my family members or my representatives.

\_\_\_\_\_  
Signature

Date

Title (position)



# SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

## AGREEMENT FOR GENERAL COUNSEL/LEGAL SERVICES

**THIS PROFESSIONAL AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and Contractor (hereinafter referred to as the “Contractor”).

Contractor and SSCAFCA desire to enter into an agreement regarding professional services;

### 1. Scope of Services

The Contractor shall provide legal services as General Counsel for SSCAFCA as per the Contractor’s response (Exhibit 1) to SSCAFCA’s RFP 2020-04 on an “as needed” basis. SSCAFCA makes no representation or guaranty as to the number, if any, of hours which will be required of the Contractor.

### 2. Compensation

Compensation will be based upon the agreed upon rates set forth in the Contractor’s response to SSCAFCA’s RFP 2016-02 Exhibit 2. In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge based on monthly billings and SSCAFCA shall pay on the following charges:

- a. All fees, costs and expenses as per the agreed upon rates (Exhibit 2). Said fees, costs and expenses shall not increase during the initial term of this Agreement. Attorney time must be show in in tenth-hour increments. If Exhibit fails to specify the rate of which any costs or expenses shall be charged, actual cost shall be charged and paid; and
- b. New Mexico Gross Receipts Tax at the applicable rate on amounts on which such tax actually has been or will be paid by Contractor.

### 3. Term of Agreement

The Contract will be for one (1) year, and may be extended for up to three (3) additional years in one (1) year increments, if requested by the Executive Engineer and subject to annual approval by the SSCAFCA Board of Directors. Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties. If this Agreement is not renewed or is terminated, SSCAFCA may require the Contractor to continue to handle to completion any and all matters referred during the contract period at rates to be negotiated. Alternatively, SSCAFCA may require the Contractor to return files, including but not limited to SSCAFCA’s work product, to SSCAFCA.

#### **4. Termination**

The Agreement may be terminated without cause by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

#### **5. Status of Contractor**

The Contractor and the Contractor's agents and employees, are independent Contractors performing professional services for SSCAFCA and are not employees of SSCAFCA.

#### **6. Assignment**

Contractor shall not assign or transfer any interest in this Agreement without the written consent of SSCAFCA.

#### **7. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of SSCAFCA.

#### **8. Insurance**

Contractor agrees to maintain general liability insurance providing coverage in an amount no less than one million dollars (\$1,000,000) per claim. Proof of insurance shall be submitted to SSCAFCA. Such insurance shall remain in full force and effect during the term of this Agreement.

#### **9. Records and Audits**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered if hourly services are being provided. These records shall be subject to inspection by SSCAFCA. SSCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SSCAFCA to recover excessive and/or illegal payments.

#### **10. Release**

The Contractor shall, upon final payment of the amount due under the Agreement, release the officers and employees and SSCAFCA from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind SSCAFCA, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**11. Confidentiality**

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

**12. Conflict of Interest**

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

**13. Amendment**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties.

**14. Merger**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

**15. Applicable Law**

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

**16. Waiver**

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

**17. Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), impose Civil and Criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**18. Equal Opportunity Compliance**

The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity.

In accordance with all such laws the Contractor shall agree 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, the Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Multiple Counterparts**

The Contract will be executed in multiple counterparts, each of which will be deemed to be an original for all purposes.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the date first written above.

**SOUTHERN SANDOVAL COUNTY  
ARROYO FLOOD CONTROL AUTHORITY**

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

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

Michael Obrey  
Chairman

**Contractor:**

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

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

Its: \_\_\_\_\_

Federal I.D. Number  
\_\_\_\_\_