

REQUEST FOR PROPOSALS

FOR

Professional Federal Lobbyist Services

As Requested by

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



RFP 2023-01

PROPOSAL DUE DATE: March 7, 2023

TABLE OF CONTENTS

Section 1 – GENERAL INFO AND DELIVERY REQUIREMENTS	3
Section 2 – INTRODUCTION/SCOPE OF WORK.....	4
Section 3 – CONDITIONS GOVERNING PROCUREMENT	5
Section 4 - SUBMISSION REQUIREMENTS	8
Section 5 - EVALUATION OF PROPOSALS.....	10
Appendix A – Required Information Form.....	11
Appendix B – Campaign Contribution Disclosure Form.....	13
Appendix C – Sample SCAFCA Contract	16

Section 1 – GENERAL INFO AND DELIVERY REQUIREMENTS

- 1.1. **Overview.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this Request for Proposals (RFP). Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.
- 1.2. **Point of Contact.** This RFP is issued by Southern Sandoval County Arroyo Flood Control Authority (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 via e-mail to the following Point of Contact:

Deborah Casaus, Fiscal Services Director
dcasaus@sscafca.com

- 1.3. **Proposal Due Date.** March 7, 2023 at 3:00 p.m. local time. Proposals for the project will be received by:

Fiscal Services Department
Southern Sandoval County Arroyo Flood Control Authority
1041 Commercial Dr. SE, Rio Rancho, New Mexico 87124

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. SSCAFCA shall not be responsible for proposals that are mailed and not received by the time specified in this section. Receipts for hand delivered proposals may be issued by SSCAFCA (upon request).

- 1.4. **Number of Copies.** Submit one (1) original and three (3) copies of your Proposal in a sealed envelope or container.
- 1.5. **Page Limit.** Proposals shall be limited to a maximum length of ten (10) numbered pages, not including the Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.3.
- a. Proposals shall be printed on letter-size (8-1/2” x 11”) paper and bound or assembled with spiral bindings, stapled or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. Any 11” x 17” pages shall be numbered as two (2) pages. Drawings on 24” x 36” sheets shall be numbered as four (4) pages.
- 1.6. Proposals must be submitted in a sealed package or envelope listing the following information on the outside: **RFP 2023-01 - Professional Federal Lobbyist Services**

(End of Section 1)

Section 2 – INTRODUCTION/SCOPE OF WORK

- 2.1. **Overview.** Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests qualification based competitive sealed proposals for **Professional Federal Lobbyist Services**.
- 2.2. **Scope of Work/Specifications.** Offerors should demonstrate their ability to directly provide the following services:
- Lobbyist will provide a broad range of Federal Lobbying Services on behalf of SSSCAFCA before the Legislative and Executive branches of the Federal Government
 - Lobbyist will represent SSSCAFCA in legislative matters and issues with the U.S. Congress. Services include advocating for SSSCAFCA and SSSCAFCA’s stated interests with the New Mexico Congressional Delegation
 - Lobbyist will assist in the formulation of a Federal funding and policy agenda, working with the Executive Engineer and Legislative Committee
 - Lobbyist will represent SSSCAFCA’s interests in the Federal budget process, including the identification of competitive agency grant opportunities and lobbying Executive agencies in support of SSSCAFCA application submittals
 - Review and analyze, on a continuing basis, all existing and proposed Federal policies, programs and regulations that may impact SSSCAFCA. Provide prompt notification to SSSCAFCA of the issue and specific impact
 - On issues where State and Federal policy overlap, coordinate and collaborate with SSSCAFCA’s contracted State lobbyist as necessary
 - Lobbyist’s contact with SSSCAFCA will be through the Executive Engineer or his designee on all issues related to this Agreement. Lobbyist will meet with SSSCAFCA’s Board member who is designated as the Board representative to the Lobbyist, as needed
 - Lobbyist will brief SSSCAFCA Board of Directors in person, upon request, at least once annually, and generally, be available in a timely manner in person, by telephone, fax, or email to provide consultation and advice

(End of Section 2)

Section 3 – CONDITIONS GOVERNING PROCUREMENT

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

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

<i>Action</i>	<i>Responsibility</i>	<i>Date</i>	<i>Time</i>
Issue RFP	SSCAFCA	February 12, 2023	N/A
Deadline to Submit Written Questions	Potential Offerors	February 21, 2023	5:00 PM
Response to Written Questions	SSCAFCA	February 24, 2023	5:00 PM
RFP Addenda	SSCAFCA	If applicable, no later than February 24, 2023	5:00 PM
Submission of Proposals	Offerors	March 7, 2023	3:00 PM
Proposal Evaluation and Ranking (Including time for Interviews, Oral Presentations, and Best and Final Offers) *	Evaluation Committee	March 10, 2023	
Notify Offerors of Selection	SSCAFCA	March 14, 2023	
Finalize Contract	SSCAFCA/Offeror	March 16, 2023	

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

3.2.1. **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. SSCAFCA response to questions will be formalized as an addendum to the RFP.

3.2.2. **Addenda/Communication.** 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: <https://www.sscafca.org>. Oral and other interpretations or clarifications will be without legal effect.

It is the responsibility of all potential Offerors to check the website and to ensure that all addenda have been acknowledged on the “Required Information Form” (provided in Appendix A) before submitting their proposal.

- 3.2.3. **Proposal Evaluation.** The evaluation and ranking of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.
- 3.2.4. **Selection of Finalist.** The Evaluation Committee will select, and the Point of Contact will notify the Finalist Offeror(s).
- 3.2.5. **Oral Presentations and Interviews.** The Evaluation Committee may request oral presentations or interviews by the Offerors. If this is required, the requested action will take place at the SCAFCA office within the proposal evaluation timeframe specified the Schedule of Events.
- 3.2.6. **Finalize Contract.** The Contract will be finalized with the most qualified Offeror(s). In the event that mutually agreeable terms cannot be reached, SCAFCA reserves the right to terminate negotiations with that Offeror.
- 3.2.7. **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 local time on the tenth (10th) calendar day following the notification of the contract award. 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.

3.3. General Requirements.

- 3.3.1. 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.
- 3.3.2. Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SCAFCA.
- 3.3.3. Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SCAFCA, at its option.
- 3.3.4. 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 through the Point of Contact named in Section 1. SCAFCA 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.
- 3.3.5. 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.

- 3.3.6. 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.
- 3.3.7. 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.
- 3.3.8. 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.
- 3.3.9. 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.
- 3.3.10. 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.
- 3.3.11. 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.
- 3.3.12. After identifying the highest scoring Offeror(s), SSCAFCA will attempt to negotiate final terms of a Contract with such Offeror(s), on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.
- 3.3.13. 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.

(End of Section 3)

Section 4 - SUBMISSION REQUIREMENTS

- 4.1. **Overview.** This section contains the list of mandatory requirements, scoring categories, and related information. Offerors must respond to the mandatory requirements and should respond to the scoring categories of this RFP providing the required responses, documentation, and assurances.
- 4.2. **Proposal Format.** The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 4.2.1. Table of Contents
 - 4.2.2. Mandatory Requirements
 - 4.2.3. Scoring Categories.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.

- 4.3. **Mandatory Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal. The items listed below will not be counted towards the page limit provided in Section 1.5.

The following items must be submitted with the proposal:

- 4.3.1. **Required Information Form.** See Appendix A.
 - 4.3.2. **Campaign Contribution Disclosure Form.** See Appendix B. 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 are required to file the attached “Campaign Contribution Disclosure Form” with that state agency or local public body, in this case, SCAFCA. This form must be filled out in its entirety and submitted with the proposal.
 - 4.3.3. **Proof of Insurance.** Certification of professional liability insurance of at least one million dollars (\$1,000,000).
- 4.4. **Scoring Categories.** The following items will be evaluated on a points-based system, as outlined in Section 5.1. Failure to respond to a Scoring Category will result in zero (0) points being awarded for that item.
 - 4.4.1. **Qualifications and Experience with Governmental Entities.** A description of the Offeror’s qualifications and experience with Federal legislative processes, Federal budget and appropriations processes, and Federal Executive Agency competitive grant processes, including identifying opportunities and helping local government entities to submit quality grant applications

- 4.4.2. **Record of lobbying performance at the Federal level and experience lobbying for local government entities.** A description of the Offeror's record and experience of lobbying at the Federal level and experience in lobbying for local government entities, including grant funding obtained and actions taken to support/defend legislation critical to clients.
- 4.4.3. **Familiarity with SSCAFCA and entities within its boundaries.** A description of the Offeror's experience, knowledge of and/or familiarity with SSCAFCA or any other local government entities within the Rio Grande Basin.
- 4.4.4. **Experience and knowledge of flood control agencies.** A description of Offeror's knowledge of flood control agencies and any relevant experience with other local government entities responsible for flood control.
- 4.4.5. **Proposed Approach.** A description of how the Offeror plans to execute the Scope of Work given above including the approach that the Offeror will utilize in providing the necessary services.
- 4.4.6. **References and/or Recommendations.** References and/or recommendations by other governmental agencies on work of a directly related nature.
- 4.4.7. **Quality and Content of Proposal.** The proposal will be scored on the overall quality of the assembly and presentation of information.
- 4.4.8. **Resident Contractor -or- Resident Veterans Contractor Preference**
- a. If applying for a resident contractor or resident veteran contractor preference for this RFP, Offeror must submit the applicable certificate issued by the New Mexico Tax and Revenue Department.
 - b. Only one preference may be applied to RFP scoring. Please see NMSA 1978, Sections 13-1-21 and 13-1-22.

(End of Section 4)

Section 5 - EVALUATION OF PROPOSALS

5.1. **Evaluation Summary.** The following table 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.

MANDATORY SUBMITTAL REQUIREMENTS		
<i>RFP Section</i>	<i>Description</i>	<i>Evaluation Method</i>
4.3.1	Required Information Form - Appendix A	Pass/Fail
4.3.2	Campaign Contribution Disclosure - Appendix B	Pass/Fail
4.3.3	Proof of Insurance	Pass/Fail
SCORING CATEGORIES		
<i>RFP Section</i>	<i>Description</i>	<i>Max. Possible Points</i>
4.4.1	Qualifications and Experience with Governmental Entities	30
4.4.2	Record of lobbying performance at the state level and experience lobbying for local government entities	20
4.4.3	Familiarity with SSSCAFCA and entities within its boundaries	20
4.4.4	Experience and knowledge of flood control agencies	5
4.4.5	Proposed Approach	5
4.4.6	References and/or Recommendations	15
4.4.7	Quality and Content of Proposal.	5
4.4.8	Resident Contractor Preference (See NMSA 1978, Section 13-1-22); OR	8
	Resident Veterans Contractor Preference (Up to 10 points, See NMSA 1978, Section 13-1-22)	10
TOTAL POINTS POSSIBLE		110

(End of Section 5)

Appendix A – Required Information Form

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE #: _____

FEIN: _____

CONTACT PERSON FOR PROPOSAL: _____

E-MAIL ADDRESS*: _____

ALTERNATE EMAIL CONTACT*: _____

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

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

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

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

(Please attach additional pages if necessary)

3. LITIGATION STATUS

Provide a brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to professional surveying services performed by the firm, with a description of the case(s) and their current status, if applicable. If not applicable, write NONE below.

(Please attach additional pages if necessary)

4. 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:

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

SIGNED BY:

Name (print)

Signature

Title

Date

(End of Appendix A)

Appendix B – Campaign Contribution Disclosure Form

PROSPECTIVE CONTRACTOR NAME: _____

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.
4828 Corrales Rd.
Corrales, NM 87048

Cassandra D’Antonio
6031 Redondo Sierra Vista NE
Rio Rancho, NM 87144

Mark Conkling
2528 Sandia Loop NE
Rio Rancho, NM 87124

John Chaney
3592 Calle Suenos
Rio Rancho, NM 87124

Ronald Abramshe
852 Golden Yarrow Trail
Bernalillo, NM 87004

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)

(End of Appendix B)

Appendix C – Sample SCAFCA Contract

(This Page Intentionally Left Blank, See Following Pages)

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
AGREEMENT FOR PROFESSIONAL LOBBYIST SERVICES

THIS PROFESSIONAL AGREEMENT, made and entered into this _____ day of _____, 2023, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and _____, (hereinafter referred to as the “Contractor”).

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

1. Scope of Services

- a. SSSCAFCA shall establish and adopt legislative policies and goals and shall inform the Contractor of such policies and goals. The Contractor shall be receptive of this information, willing to offer opinion and must communicate and defend the Board approved policies and goals.
- b. Contractor will represent SSSCAFCA in legislative matters and issues at the New Mexico Legislature. Services include advocating for SSSCAFCA and SSSCAFCA’s positions with legislators and the Governor to further SSSCAFCA’s stated interests.
- c. Contractor will represent SSSCAFCA in dealings with the State of New Mexico Executive and Administrative agencies, on a limited basis, as agreed to by the parties.
- d. Services provided by Contractor include monitoring and tracking state legislation which may affect SSSCAFCA, representing and lobbying on behalf of SSSCAFCA on legislative matters and informing SSSCAFCA of legislation that may affect SSSCAFCA. The scope of Contractor’s representation of SSSCAFCA is limited to lobbying services.
- e. Contractor’s contract with SSSCAFCA will be through the Executive Engineer or his designee on all issues related to this Agreement. Contractor will meet with SSSCAFCA’s Board member who is designated as the Board representative to the Contractor, as needed.
- f. Contractor will brief SSSCAFCA Board of Directors in person, upon request.
- g. Contractor will recommend and assist SSSCAFCA in obtaining sponsors and co-sponsors for any SSSCAFCA legislative bills, as well as work to obtain the support of the legislators to enhance passage of its bills.

2. Compensation

SSCAFCA agrees to pay Contractor a sum of _____, plus applicable gross

receipts tax for Contractor's services. Said sum includes all cost incurred by Contractor. Payment will be made in twelve (12) monthly installments plus gross receipts tax.

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 SCAFCA Board of Directors.

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 SCAFCA and are not employees of SCAFCA.

6. Assignment

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

7. Subcontracting

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

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 SCAFCA. 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 SCAFCA. SCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SCAFCA 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: _____
RONALD ABRAMSHE
Chairman, Board of Directors

Contractor:

Date: _____

By: _____

Its: _____

Federal I.D. Number
