



**Village of Los Ranchos  
de Albuquerque**

**REQUEST FOR PROPOSALS**

**RFP# 2024-04-LIT  
LEGAL SERVICES**

**MAYOR**  
***Joe Craig***

**Board of Trustees**

**Gilbert Benavides  
Jennifer Kueffer  
George Radnovich  
Frank Reinow**

**Release date: April 12, 2024**

**DEADLINE TO SUBMIT: May 3, 2024; 3:00pm (MST)**

## LEGAL NOTICE

Notice is hereby given that the Village of Los Ranchos de Albuquerque, New Mexico calls for Sealed Proposals for:

### **RFP# 2024-04-LIT Legal Services**

#### **PURPOSE OF THIS REQUEST FOR PROPOSALS**

The Village seeks sealed proposals from qualified law firms for legal services to litigate the pending cases described below (“**Pending Cases**”), together with any other litigation matters directly related to the pending cases.

1. *Craig v. Village of Los Ranchos del Albuquerque, et al.*, Second Judicial District Court Case No. D-202-CV-2023-06441, which has been consolidated with *Friends of Los Ranchos, Inc. v. Village of Los Ranchos de Albuquerque*, Second Judicial District Court Case No. D-202-CV-2023-02347 (all filings to be made and all future issues to be raised in Case No. D-202-CV-2023-02347);
2. *Chavez Guadalupe, LLC v. Craig, et al.*, Second Judicial District Court Case No. D-202-CV-2024-00005;
3. *Palindrome Communities, LLC, et al. v. Craig, et al.*, Second Judicial District Court Case No. D-202-CV-2024-00118;
4. *Friends of Los Ranchos Inc. v. Village of Los Ranchos*, Second Judicial District Court Case No. D-202-CV-2022-05403;
5. *Friends of Los Ranchos Inc. v. Village of Los Ranchos de Albuquerque, et al.*, Second Judicial District Court Case No. D-202-CV-2023-07688.

Interested parties may secure a copy of the request for proposals, including all specifications and any updates from:

Chief Procurement Officer, Danielle Sedillo-Molina  
Village of Los Ranchos de Albuquerque  
6718 Rio Grande Blvd. NW  
Los Ranchos, NM 87107  
(505)344-6582

Please contact the Procurement Office at (505)344-6582 to be included in the spec-holder list in order to receive amendments to this request, if applicable.

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

Sealed Proposals only (email or faxed proposals will not be accepted) must be received by the Chief Procurement Officer, Village Hall, 6718 Rio Grande Blvd, NW Los Ranchos, NM 87107 no later than **3:00 PM MST, May 3, 2024**.

As per NMSA 1978, §§ 13-1-131 (1987) and 13-1-132 (1984), the Village reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Village to do so, and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body  
Village of Los Ranchos de Albuquerque

Danielle Sedillo-Molina  
Chief Procurement Officer  
(505) 344-6582

Published:  
April 12, 2024  
April 14, 2024  
April 21, 2024  
Albuquerque Journal

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The Village seeks sealed proposals from qualified law firms/attorneys for legal services as trial counsel for the Pending Cases and any other litigation or matters arising directly or indirectly from the Pending Cases.

### **B. SCOPE OF WORK.**

The attorney shall perform professional services to defend and otherwise litigate the Pending Cases and other matters as described in Paragraph A above. The attorney must submit a monthly detailed statement of professional billing, describing in sufficient detail the professional services for which the Village is invoiced, in a format reasonably requested by Village.

### **TECHNICAL CONTENT**

The proposal shall include, but not be limited to, the following information:

1. A firm profile describing the organizational objectives, services available, years of operation and any other information useful in determining the capabilities of the firm.
2. The name and address of the principal attorney who will be responsible for administration of the contract.
3. Resumes of key personnel who will be assigned to perform the attorney services, including key paralegals.
4. A reference list of at least four (4) other entities for which similar services have been performed, with names and telephone numbers of contact persons. Services performed for the Village may be included.
5. The firm's knowledge of the Village and significant legal issues being litigated in the Pending Cases.
6. The firm's Equal Employment Opportunity practices.

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement consists of providing legal representation, counseling, advice and services. The duration of the professional services contract resulting from this RFP shall be for two (2) years from the date of award. The Contract may be renewed by the Village for up to two (2) additional one (1) year terms. In accordance with NMSA 1978, § 13-1-150 (2023), no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150 (2023). This RPF, if finalized, will result in a single source award.

### **D. CHIEF PROCUREMENT OFFICER**

The Village has designated a Chief Procurement Officer who is responsible for this procurement

and whose name, address, telephone number and email address are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Offerors may contact ONLY the Chief Procurement Officer regarding the procurement. Other Village employees do not have the authority to respond on behalf of the Village.

**Danielle Sedillo-Molina**  
Chief Procurement Officer

<p><u>Proposal Delivery Address:</u> 6718 Rio Grande Blvd. NW Los Ranchos, NM 87107</p>
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Phone: (505)344-6582  
E-mail to : [dmolina@losranchosnm.gov](mailto:dmolina@losranchosnm.gov)

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Danielle Sedillo-Molina / Chief Procurement Officer c/o the Delivery Address, above.

#### **E. DEFINITION OF TERMINOLOGY**

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

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

“Contractor” means a successful Offeror who enters into a binding contract.

“Village” means the Village of Los Ranchos de Albuquerque, Bernalillo County, State of New Mexico.

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

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

“Evaluation Committee” means a body appointed by the Village Chief Procurement Officer to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to the Board of Trustees for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

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

“Local public body” means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

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

“Procuring agency of the Village” means the department or other division of the Village that is requesting the procurement of services.

“Purchasing” means the Village Chief Procurement Officer.

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

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

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

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

“Board of Trustees” means the Board of Trustees for the Village of Los Ranchos de Albuquerque.

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

### **1. Resident Business Preference**

The New Mexico Procurement Code provides for preference for resident businesses and

contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by NMSA 1978, § 13-1-22 (2022).

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:  
<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

## 2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to resident veteran businesses. In order for an Offeror to receive preference as a resident veteran business, that Offeror must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:  
<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Chief Procurement Officer	April 12, 2024
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors	April 19, 2024; 5:00pm
3. Deadline to Submit Questions	Potential Offerors	April 24, 2024; 5:00pm
4. Response to Written Questions/ RFP Amendments	Chief Procurement Officer	April 26, 2024
<b>5. Submission of Proposal</b>	<b>Offerors</b>	<b>May 3, 2024; 3:00pm</b>
6. Proposal Evaluation	Evaluation Committee	May 8, 2024
7. Notification of Finalists (If desired)	Chief Procurement Officer	May 10, 2024



8. Oral Presentations (If required)	Offerors	May 13, 2024
9. Best & Final Offer (If requested)	Offerors	TBD
10. Contract Negotiations (If needed)	Tentative winner/Village	TBD
11. Contract Award*	Chief Procurement Officer/Offeror	May 22, 2024
12. Protest Deadline	Offerors	June 5, 2024, 5:00 pm

## B. EXPLANATION OF EVENTS

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

### 1. Issue RFP

This RFP is being issued by the Village Chief Procurement Officer on behalf of the Village and the Village Board of Trustees.

### 2. Return of “Acknowledgment of Receipt” Form for Distribution List

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

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

### 3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MST on the date indicated in Section II.A (Sequence of Events) above. All written questions must be sent by e-mail to the Chief Procurement Officer (*see Section I.D*).

### 4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Village Website. Notification of such posting shall be provided to all potential Offerors who have returned the “Acknowledgement of Receipt” Form found at Appendix A.

A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile, e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

## **5. Submission of Proposal**

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

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I.D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate they are in response to the “Legal Services for the Village RFP,” should reference “RFP# 2024-03-LIT” and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to NMSA 1978, § 13-1-116 (1984), the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

## **6. Proposal Evaluation**

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

## **7. Notification of Finalists**

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the Village.

## **8. Oral Presentations**

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee or to the Board of Trustees. If so required, the Chief Procurement Officer will schedule the time for each Offeror’s presentation. All presentations will be made in a location to be specified in Los Ranchos, NM 87107. Each presentation will be limited to a fixed amount of time as designated by the Chief Procurement Officer in the Oral Presentation requirement notification.

## **9. Best and Final Offers**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## **10. Contract Negotiations**

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

## **11. Contract Award**

After review of the Evaluation Committee Report and the tentative contract, the Chief Procurement Officer shall present the recommendations to the Board of Trustees at the first possible opportunity.

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

## **12. Protest Deadline**

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

Village of Los Ranchos de Albuquerque  
Attn. Danielle Sedillo-Molina  
Chief Procurement Officer  
6718 Rio Grande Blvd. NW  
Los Ranchos, NM 87107

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

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) and Procurement Resolution No. 2019-04-01.

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

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

### **2. Incurring Cost**

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

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors

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

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Village personnel will not merge, collate, or assemble proposal materials.

### 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 addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for the duration of the RFP process.

### 8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §§ 57-3A-1 through 57-3A-7. The price of products offered, or the cost of services proposed, shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

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

#### 10. Termination

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

#### 11. Sufficient Appropriation

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

#### 12. Legal Review

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

#### 13. Governing Law

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

#### 14. Basis for Proposal

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

#### 15. Contract Terms and Conditions

The contract between the Village and the contractor will follow the format specified by the Village and contain the terms and conditions set forth in Appendix B, Agreement for Legal Services. However, the Village reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised 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 the Village's terms and conditions, as contained in this section or in Appendix B, Offeror must propose specific alternative language. The Village may or may not accept the alternative language, at the Village's sole discretion.

General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Village and could lead to 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 in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offerors must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the Village. The Village may or may not accept the additional language, at the Village's sole discretion.

#### 17. Contract Deviations

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

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 (1984) and § 13-1-85 (1984).

#### 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 of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

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

#### 21. Notice

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

#### 22. Village Rights

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

#### 23. Ownership of Proposals

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

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

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

#### 25. Competition

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

#### 26. Confidentiality

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

27. 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.

28. 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 ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Village, the version maintained by the Village shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

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

#### **B. NUMBER OF COPIES**

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I.D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form." *See Section III.C.1, immediately below.*)

#### **C. PROPOSAL FORMAT**

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

##### **1. Proposal Organization**

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

a. Letter of Transmittal Form (*see Appendix D*)

b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. *See Section I.F*)



- c. Table of Contents
- d. Cost Response Form\* (*see Appendix C*) in a sealed and labeled envelope.
- e. Campaign Contribution Disclosure Form\* (*see Appendix E*) in a sealed and labeled envelope.
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3 below)

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

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

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

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror’s proposal.

## 3. Other Supporting Materials

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

# IV. SPECIFICATIONS

## A. INFORMATION

### 1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. *See* Section I.F for more information.

## 2. Response to Requirements

Each mandatory requirement in Sections IV.B.1 through IV.B.8, below, requires an Offeror's response, as indicated. Failure to respond to or properly comply with a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in Sections IV.C.1 through IV.C.2, below, may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

## **B. MANDATORY REQUIREMENTS**

### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit with their proposal the "Letter of Transmittal Form" found at Appendix D. The form must be signed and dated by an individual authorized to contractually bind the firm.

### 2. Professional Qualifications (40 Points)

All persons within the proposing law firm who will be providing legal opinions and guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be a member of a State Bar. Persons who will be providing legal opinions and guidance and who are not a member of the New Mexico State Bar must further agree to become a member of the New Mexico State Bar not later than 12 months after contract award. Proof of compliance with BOTH requirements must be provided with the proposal.

### 3. Experience with New Mexico Local Public Body (100 Points)

Offerors must have experience providing legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience claimed. This should include a breakdown per local public body if experience with more than one local public body is being claimed.

### 4. Capability and Agreement to Perform (50 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Introduction. A statement of concurrence is required.

5. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form; whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

6. Accessibility (50 Points)

In certain circumstances, the Village may need access to legal services and advice as required to deal with urgent and unexpected legal matters. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

7. Cost (125 Points)

Offeror must complete and submit the Cost Response Form at Appendix C, providing a proposed hourly cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the Village.

8. Oral Presentation (125 Points)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to present their proposal and explain their approach to providing legal services to the Village.

## **C. DESIRABLE REQUIREMENTS**

1. Specific Experience

a. Experience with Litigation Law (200 Points)

Offerors should be familiar with and experienced in dealing with litigation law in a local public body setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation and the resolution and outcome that the Offeror feels best describes their experience and success in this area.

b. Experience with Tort Litigation (200 Points)

Offerors should be familiar with and experienced in dealing with tort litigation in a local public body setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

c. Experience with Land Use Planning & Zoning (60 Points)

Offerors should be familiar with and experienced in dealing with land-use planning and zoning law to the extent needed to represent the Village in the Pending Litigation. Offerors should describe, in narrative form, how they meet this requirement.

2. References (50 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which they have provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Professional Qualifications	40
IV.B.3	Experience with New Mexico Local Public Body	100
IV.B.4	Capability and Agreement to Perform	50
IV.B.5	Campaign Contribution Disclosure Form	0*
IV.B.6	Accessibility	50
IV.B.7	Cost	125
IV.B.8	Oral Presentation	125
IV.C.1.a	Experience with Litigation Law	200
IV.C.1.b	Experience with Tort Litigation	200
IV.C.1.c	Experience with Land Use, Planning & Zoning	60
IV.C.2	References	50
TOTAL		1,000

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.2, below, as indicated.

### B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Professional Qualifications (40 Points)

Pass/Fail only.

3. Experience with New Mexico Local Public Body (100 Points)

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

4. Capability and Agreement to Perform(50 Points)

5. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

6. Accessibility (50 Points)

Points will be awarded based on the convincingness of the Offeror's response to the requirement as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the convincingness of the Offeror's explanation of how they will be easily accessible.

7. Cost (125 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form (Appendix C).

8. Oral Presentation (125 Points)

If held, points will be awarded based on the quality, content and logic of the Offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral presentations are not held, all finalist offerors will be awarded the full 125 points available.

## **C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

1. Specific Experience

a. Experience with Litigation Law (200 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the litigation work

required to be performed under this RFP, as well as the complexity and difficulty of work described in the Offeror's response. Offeror's responses will also be compared to submittals from other Offerors under this RFP.

b. Experience with Tort Litigation (200 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP, as well as the complexity and difficulty of work described in the Offeror's response. Offeror's responses will also be compared to submittals from other Offerors under this RFP.

c. Experience with Land Use Planning & Zoning (60 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP, as well as the complexity and difficulty of work described in the Offeror's response. Offeror's responses will also be compared to submittals from other Offerors under this RFP.

2. References (50 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors under this RFP.

## **D. EVALUATION PROCESS**

1. Initial Review

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

2. Clarifications

The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II.B.6.

3. Other Information Sources

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

#### 4. Resident/Veterans Business/Contractor Preference

If applicable, the preference will be provided to those Offerors who have provided a valid resident or veterans business preference certificate or a valid resident/veteran contractor certificate with their proposal. Cost is not the primary evaluation element of this RFP.

#### 5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Article V, including oral presentations, as requested. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the Village, taking into consideration but not controlled by the evaluation factors in Article V, will be recommended for contract award to the Chief Procurement Officer and the Board of Trustees, as specified in Section II.B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection, regardless of overall score.

## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

### LEGAL SERVICES

Village RFP # 2024-04-LIT

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than Friday, April 19, 2024.**

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

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

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

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

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

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

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

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

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

Please return to:

Danielle Sedillo-Molina, Chief Procurement Officer  
Village of Los Ranchos de Albuquerque  
6718 Rio Grande Blvd. NW  
Los Ranchos, NM 87107  
Phone: (505)344-6582  
E-mail: [dmolina@losranchosnm.gov](mailto:dmolina@losranchosnm.gov)



## APPENDIX B

### **Village Draft Contract #**

#### AGREEMENT FOR LEGAL SERVICES

This AGREEMENT FOR LEGAL SERVICES (“**Agreement**”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, a municipality (“**Village**”) and \_\_\_\_\_ (“**FIRM**”).

#### RECITALS

1. On \_\_\_\_\_, 20\_\_\_\_, FIRM responded to the Village’s Request for Proposal to Provide Legal Services as Village Attorney. The Village accepted FIRM’s proposal on \_\_\_\_\_, 20\_\_\_\_.
2. FIRM desires to provide and the Village desires to have FIRM provide legal services to the Village.

**NOW THEREFORE**, the parties agree as follows:

**A. STATEMENT OF WORK.** FIRM agrees to serve as outside legal counsel to the Village specifically to handle the litigation of the following pending cases and other litigation that may be filed and related directly or indirectly to the following pending cases.

1. *Craig v. Village of Los Ranchos del Albuquerque, et al.*, Second Judicial District Court Case No. D-202-CV-2023-06441, which has been consolidated with *Friends of Los Ranchos, Inc. v. Village of Los Ranchos de Albuquerque*, Second Judicial District Court Case No. D-202-CV-2023-02347 (all filings to be made and all future issues to be raised in Case No. D-202-CV-2023-02347);
2. *Chavez Guadalupe, LLC v. Craig, et al.*, Second Judicial District Court Case No. D-202-CV-2024-00005;
3. *Palindrome Communities, LLC, et al. v. Craig, et al.*, Second Judicial District Court Case No. D-202-CV-2024-00118;
4. *Friends of Los Ranchos Inc. v. Village of Los Ranchos*, Second Judicial District Court Case No. D-202-CV-2022-05403;
5. *Friends of Los Ranchos Inc. v. Village of Los Ranchos de Albuquerque, et al.*, Second Judicial District Court Case No. D-202-CV-2023-07688.

FIRM shall advise the Village as to matters to be undertaken in the litigation, including litigation strategies, settlement opportunities, and other matters normally within the control of trial counsel. FIRM will endeavor to provide such services in accordance with the highest ethical and legal standards of practice in the state of New Mexico. Subject to ethical and other restraints, FIRM will act at the Village's direction and under the exclusive control of the Village on Village matters. FIRM will deal with or report to such representatives of the Village as designated from time to time by the Village.

**B. COMPENSATION.** For services rendered under this Agreement, the Village shall pay FIRM the following hourly rates, plus gross receipts tax:

#### CHART OF STANDARD HOURLY RATES FOR EACH CLASSIFICATION

Other attorneys or staff assigned to any Village matter will be billed at rates pre-approved by the Village.

Work that is performed by FIRM staff which is customarily recognized as work performed by paralegals shall be billed at the rates shown above. Excepting filing fees, costs incurred by FIRM on behalf of the Village including deposition costs, deposition costs for depositions scheduled by other attorneys, costs of compliance with discovery requests and other standard litigation costs, must be pre-approved by the Village. The Village agrees to reimburse FIRM for necessary travel expenses incurred on behalf of the Village for travel outside the City of Albuquerque and the Village of Los Ranchos de Albuquerque. Such travel expenses shall be at the rate provided by the Per Diem and Mileage Act, NMSA 1978, §§10-8-1 to 10-8-8, and the applicable regulations of the Department of Finance and Administration for salaried public officers or employees. The Village may require that its designee provide written approval, in advance, of any travel for which payment is requested under this Agreement.

FIRM shall be responsible for paying to the New Mexico Taxation and Revenue Department the gross receipts taxes levied on the amounts payable under this Agreement. The Village shall make no payment to FIRM except upon receipt of an itemized statement of account.

**C. OTHER AGREEMENT TERMS AND CONDITIONS.** In addition to the Statement of Work described above and the compensation described above, the parties agree to the following:

1. **Term.** This Agreement is effective as of \_\_\_\_\_, 20\_\_\_\_ and shall be for an initial term of two (2) years, unless terminated earlier pursuant to Paragraphs C.2 or C.12, *infra*; provided, however, the parties may, by mutual agreement, extend this Agreement for successive periods by written agreement approved by both parties. The term of this Agreement, including all extensions (except as provided by law or regulation), shall not

exceed four (4) years.

## 2. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of significant failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (i) not less than seven (7) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to termination; provided, however, that FIRM may not terminate this Agreement if it has undertaken litigation not yet completed, unless permitted to do so by the Village or unless required to do so pursuant to the Rules of Professional Conduct, after approval by the Court.

b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given: (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. Withdrawal from any pending litigation shall be subject to approval by the Court.

c. If termination for default is effected by the Village, an equitable adjustment in the total amount due provided for in this Agreement may be made, but: (i) no amount shall be allowed for anticipated profit on unperformed services or other work; and (ii) any payment due to FIRM at the time of termination may be adjusted to cover any additional costs to the Village because of FIRM's default. Upon termination, FIRM will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by FIRM relating to commitments which had become firm prior to the termination.

d. Upon receipt of a notice of termination, FIRM shall: (i) promptly discontinue all affected work (unless the notice directs otherwise); and (ii) deliver to the Village all its files, data, reports, and such other information and materials as may have been accumulated by FIRM in performing this Agreement, whether completed or in process.

e. Upon termination, the Village may take over the work and may award another party a contract to complete the work under this Agreement.

f. If, after termination for failure of FIRM to fulfill contractual obligations, it is determined that FIRM had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Village. In such an event, adjustment of the amount due Contractor, if any, shall be made as provided in Paragraph C.2.c of this clause.

## 3. Audit; Access to Records.

a. FIRM shall maintain books, records, documents and other evidence

directly pertinent to performance of Village funded work under this Agreement in accordance with sound accounting principles and practices consistently applied. FIRM shall also maintain the financial information and data used in the preparation or support of any cost submission. The Village or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours, both before and after payment. FIRM will provide proper facilities for such access and inspection.

b. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

4. **Release on Final Payment.** FIRM, upon final payment of the amounts due under this Agreement, releases the Village, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement . FIRM agrees not to purport to bind the Village to any obligation not assumed in this Agreement by the Village, unless FIRM has express written authority to do so, and then only within the strict limits of that authority. Payment on this Agreement shall not foreclose the Village’s right to recover excessive or illegal payments.

5. **Confidentiality.** Any information the FIRM receives or develops in the performance of this Agreement shall be kept confidential and FIRM shall not make such information available to any individual or organization without the Village’s prior written approval.

6. **Product of Service.** All briefs, legal filings and memoranda that FIRM develops or acquires under this Agreement shall become the Village’s property and shall be delivered, if so requested, to the Village no later than the final termination date of this Agreement. However, FIRM reserves the right to its own notes and compilation of data or research done by it in unrelated matters.

7. **Conflict of Interest.** FIRM warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of services required under this Agreement. When and if such provisions become applicable, FIRM also shall promptly provide a written disclosure to the Mayor of the Village.

8. **Amendment.** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Board of Trustees.

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

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

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

12. **Appropriations.** This Agreement's terms, including the initial and any extended terms, are contingent upon the Village making sufficient appropriations and authorization for the performance of this Agreement. If the Village does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraphs C.1 and C.2, above, terminate immediately upon the Village giving written notice to FIRM. The Village's decision whether sufficient appropriations are available shall be accepted by FIRM and shall be final.

13. **Equal Opportunity Compliance.** FIRM agrees to abide by all federal and state laws and rules and regulations and executive orders of the President of the United States and the Governor of the State of New Mexico pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws, rules and regulations and executive orders of the President of the United States and the Governor of the State of New Mexico, FIRM 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 FIRM is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, FIRM agrees to take appropriate steps to correct these deficiencies.

14. **Notice.** The Procurement Code, NMSA 1978, §§13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

15. **Independent Contractor.** FIRM, in the performance of this Agreement, is an independent contractor and the Village shall have no obligations to FIRM as an employer other than as set forth in this Agreement.

16. **Covenant Against Contingent Fees.** FIRM assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by FIRM for the purpose of securing business. For breach or violation of this assurance, the Village shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

17. **Gratuities.**

a. If the Village finds after a notice and hearing that FIRM or any of FIRM's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Village in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the Village may, by written notice to FIRM, terminate this Agreement. The Village may also pursue other rights and remedies that the law or this Agreement provides.

b. In the event this Agreement is terminated as provided in Paragraph 17.a, the Village may pursue the same remedies against FIRM as it could pursue in the event of a breach of this Agreement by FIRM.

18. **Designs and Technical Services.** No designs, drawings, specifications, reports or other technical services are to be furnished by FIRM under this Agreement.

The parties have executed this Agreement on the respective dates set forth below.

VILLAGE:

FIRM:

Village of Los Ranchos de Albuquerque,  
a Municipality

FIRM

\_\_\_\_\_  
\_\_\_\_\_,  
Mayor

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

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

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

**APPENDIX C**

**COST RESPONSE FORM**

**Village RFP# 2024-04-LIT  
Legal Services**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the Village.

OFFEROR NAME: \_\_\_\_\_

TOTAL PROPOSED HOURLY RATE \$ \_\_\_\_\_

TOTAL PROPOSED HOURLY RATE \$ \_\_\_\_\_

TOTAL PROPOSED HOURLY RATE \$ \_\_\_\_\_

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

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

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil



rights, (2) Federal Code 5 USCA 7201, *et. seq.*, Anti- Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2024  
Authorized Signature and Date

(Must be signed by the person identified in item #2, above.)

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS

MAYOR  
*Joe Craig*

Board of Trustees

*Gilbert Benavides      George Radnovich*  
*Jennifer Kueffer      Frank Reinow*

Contribution made by: \_\_\_\_\_

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

Name of Applicable Public Official: \_\_\_\_\_

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

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

OR

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## APPENDIX F

### RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS CERTIFICATION

Consultant's Company Name: \_\_\_\_\_

Resident Veterans/Native American Business Certificate Number: \_\_\_\_\_

Consultant must include copy of Resident Veteran's Business Certificate with their proposal.

Consultants submitting a Resident Veteran's Business Certificate must also complete the following certification of prior year's revenue.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (2022), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

## RESIDENT VETERANS' PREFERENCE CERTIFICATION

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M, but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

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

***\* Must be an authorized signatory for the Business.***

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

## APPENDIX G

### CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the Village of Los Ranchos de Albuquerque addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted with another client.

B. "Person" includes a bidder, offeror, or FIRM at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The FIRM warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The FIRM agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder, offeror, or FIRM shall immediately make a full disclosure in writing to the Chief Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder, offeror, or FIRM has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal is not in violation of any applicable Conflict of Interest laws or regulations, etc.

By: \_\_\_\_\_  
(Authorized Representative)

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

## APPENDIX H

### NEW MEXICO EMPLOYEE HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_