

10/19/13 - 6/30/17

CCN 2013-0704

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 11TH day of OCTOBER, 2013, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and HROD, Inc. dba Murray, Montgomery & O'Donnell, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Federal Lobbyist Services, RFP No. 06-14-NL, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated September 6, 2013, in response to RFP No. 06-14-NL, attached hereto as Exhibit B;

WHEREAS, the County desires to engage the Contractor to deliver certain goods and render certain services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

Pursuant to Exhibit A and Exhibit B all of which are incorporated herein by reference and made a part of this Agreement, the Contractor shall provide Federal Lobbyist Services to Bernalillo County.

2. Term

This Agreement shall become effective as of October 19, 2013 and shall continue through June 30, 2017 unless terminated by either party pursuant to the termination provisions contained herein.

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Department
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

HROD, Inc..
dba Murray, Montgomery & O'Donnell
101 Constitution Ave. NW, 9th Floor, East
Washington, DC. 20001

4. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

6. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement except for the final year which shall be based on the expiration date of June 30, 2017.

7. Compensation and Method of Payment

A. The County will pay to the Contractor an annual fee of \$85,800.00 for all services rendered, listed in Exhibit B, attached hereto, to be pro-rated the first year from October 19, 2013 through June 30, 2014 and annually thereafter, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

8. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

9. Personnel

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.

C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

10. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

11. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

12. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Department, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled and be written on a occurrence form naming the County as additional insured (per Form B – CG20101185, CG2010397 or equivalent).

Workers Compensation	Statutory
Employers Liability	\$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, agreement with the County may be terminated effective immediately.

Commercial General Liability with ISO form CG 0001 0798 or equivalent

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Products/Completed Operations:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Business Automobile Liability

Combined Single Limit:	\$1,000,000 Each Occurrence on ISO CA0001 1001
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Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

Independent Contractors:	Included
Contractual Liability:	Included in Commercial General Liability

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If

such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

14. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

15. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. Confidentiality

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

17. Conflict of Interest

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

18. Scope of Agreement

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

19. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 3 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 3 herein.

20. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

21. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement 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.

22. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law

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

24. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

25. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or notation), without the prior written consent of the County thereto.

26. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

27. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

28. Penalties

The New Mexico 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.

29. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

30. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commissioners.

31. Facsimile/Electronic Signature

A signature sent via facsimile or electronically shall have the same legal effect as if the Original Agreement has been signed in person.

SIGNATURE PAGE

Motion to approve _____, this 8th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

Maggie Hart Stebbins
Maggie Hart Stebbins, Chair

Debbie O'Malley
Debbie O'Malley, Vice Chair

Art De La Cruz
Art De La Cruz, Member

Lonnie C. Talbert
Lonnie C. Talbert, Member

Wayne A. Johnson
Wayne A. Johnson, Member

APPROVED AS TO FORM:

[Signature]
County Attorney

Date: 10/3/13

ATTEST:

Maggie Toulouse Oliver
Maggie Toulouse Oliver, County Clerk

Date: 10/8/13

CONTRACTOR:

SEE ATTACHED
By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number



SIGNATURE PAGE

Motion to approve October, 2013, this 8th day of

BOARD OF COUNTY COMMISSIONERS

Maggie Hart Stebbins
Maggie Hart Stebbins, Chair

Debbie O'Malley
Debbie O'Malley, Vice Chair

Art De La Cruz
Art De La Cruz, Member

Lonnie C. Talbert
Lonnie C. Talbert, Member

Wayne A. Johnson
Wayne A. Johnson, Member

APPROVED AS TO FORM:

[Signature]
County Attorney

Date: 10/3/13

ATTEST:

Maggie Toulouse Oliver
Maggie Toulouse Oliver, County Clerk

Date: 10/8/13

CONTRACTOR:

By: John R. O'Donnell

Date: Oct. 11, 2013



New Mexico Gross Receipts Tax Number

52-2294451
Federal Tax Identification Number

Bernalillo County

Request for Proposal #06-14-NL

Federal Lobbyist Services



Non Mandatory Pre-proposal Conference: August 9, 2013, 11:00 am (local time)

One Civic Plaza NW
10th Floor Conference Room B
Albuquerque, NM 87102

Proposal Due: August 28, 2013 4:00 p.m. (local time)
Bernalillo County Purchasing Department, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102

Prepared by: Natara Landrau

Bernalillo County
Purchasing Department
August 1, 2013

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Bernalillo County Office of the County Manager is soliciting proposals from experienced and qualified firms for one or more Federal Lobbyists to provide Federal Lobbyist Services on behalf of the County.

B. SUMMARY SCOPE OF WORK

The Bernalillo County ("County") Purchasing Department on behalf of the Bernalillo County Office of the County Manager is soliciting proposals from experienced and qualified firms to provide Federal Lobbyist Services including services acting as the lead Washington Representative to Bernalillo County, New Mexico in Washington D.C. on federal legislation and project matters as requested by the County.

All potential Offerors are encouraged to read this Request for Proposal carefully, particularly the mandatory requirements.

C. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Natara Landrau, Senior Buyer
Bernalillo County Purchasing
One Civic Plaza, NW, 10th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 468-7386
Fax: (505) 468-7067
E-mail nlandrau@bernco.gov

D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" shall mean a change, addition or supplement to the information provided in this RFP document.

"Agreement" shall mean a duly executed and legally binding contract.

"Contractor" shall mean successful Offeror.

"County" shall refer to the County of Bernalillo, New Mexico.

"County Purchasing Department" means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or a discretionary item or factor for the Department to determine.

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

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

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

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

"Notice of Award" shall mean a formal written notice by the Purchasing Department.

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

"Owner" is synonymous with the County.

"Procurement Manager" means the person or designee authorized by the Purchasing Department to manage or administer procurements requiring the evaluation of competitive sealed proposals.

"Purchase Order" means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

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

"Resident Business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978 but does not include a resident veteran business. [added 7/3/12]

"Resident Veteran Business" means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978. [Added 7/3/12]

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

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

"Selection Committee" means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	County Purchasing Department	August 5, 2013
2.	Non-mandatory Pre-proposal Conference	Purchasing Dept., /Selection Committee, Offerors	August 9, 2013
3.	Deadline to Submit Questions, due 10:00 a.m.	Potential Offeror	August 15, 2013
4.	Response to Written Questions/RFP	Purchasing Dept., /Selection Committee	August 21, 2013
5.	Submission of Proposal	Offerors	August 28, 2013
6.	Proposal Evaluation	Selection Committee	Week of September 2, 2013
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Department	Week of September 9, 2013
8.	Interviews (if applicable)	Selection Committee, Finalists	Week of September 16, 2013
9.	Contract Negotiations	Purchasing Dept., /Selection Committee	Week of September 23, 2013
10.	Award	Bernalillo County Commission	To Be Determined

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document: - This RFP is issued by the County Purchasing Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The County Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. **Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected.**

2. Questions/Clarifications - Between the time of issuance of the RFP and the non-mandatory conference, prospective Offerors are encouraged to call or e-mail the Procurement Manager (See Section I.C), concerning any questions about the scope of work or the RFP schedule. Additional copies of the RFP can be obtained from the Procurement Manager.

3. Non-Mandatory Conference

A non-mandatory conference will be held August 9, 2013 at 11:00 a.m. Mountain Daylight Time in Conference Room B on the 10th Floor of the Albuquerque/Bernalillo County Government Center, One Civic Plaza NW, Albuquerque, New Mexico, 87102. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I.C). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the non-mandatory conference.

Attendance at the non-mandatory conference is not a prerequisite for submission of a proposal.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 10:00 a.m. on August 15, 2013. All written questions must be submitted to the Procurement Manager via postal service, hand-delivery, electronic mail, or facsimile (See Section 1.C). All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions.

5. Response to Written Questions/RFP Addendums

Written responses to written questions that result in an RFP Addendum will be distributed in writing via e-mail or facsimile to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. **Any Addendum issued prior to the submittal deadline shall become a part of the RFP.**

6. Submission of Proposal - All Offeror proposals must be received for review and evaluation, no later than 4:00 p.m. Mountain Daylight Time on August 28, 2013, addressed to the Purchasing Department, One Civic Plaza NW (Room 10010), Albuquerque New Mexico, 87102. The Purchasing Department will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. **Proposals received after this deadline will not be accepted.** Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **RFP #06-14-NL**. Proposals by facsimile or any other method will not be accepted.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness – For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Department.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.
3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview or negotiation process. Finalists will be those Offerors whose proposals have been selected to continue in either the interview or negotiation process. Non finalists are those Offerors whose proposals have not been selected to continue in either the interview or negotiation process.
4. Best and Final Offers From Finalist(s) – Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Department. Interview scoring will total 100 points. The points are equally divided

between the prepared questions and each member will allocate points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 40% and ranking from the interviews are weighted 60% in determining the final selection as shown in Appendix B. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Lisa Sedillo-White, Purchasing Director
Purchasing Department, Room 10010
One Civic Plaza, NW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences – This procurement is subject to the application of preferences, pursuant to §13-1-21, NMSA 1978. Offerors are not eligible to receive both a Resident Business Preference and a Resident Veteran Business preference. Section VI provides further detail regarding how preference points will be calculated.

Resident Business Preference: In accordance with §13-1-22, NMSA 1978, to receive additional points based on a 5% preference, the Offeror shall submit with its proposal, a copy of a valid Resident Business Certificate issued by the New Mexico Taxation and Revenue Department.

Resident Veteran Business Preference: In accordance with §13-1-22, NMSA 1978, to receive additional points based on the applicable Resident Veteran Business Preference described in A, B, or C below, the Offeror must submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Taxation and Revenue Department and the attached "Resident Veterans Preference Certification" form (Appendix D). The Resident Veteran Business Preference is based on the following:

- A. Businesses with annual revenues of \$1M or less are to receive a 10% preference;
 - B. Businesses with annual revenues of more than \$1M but less than \$5M are to received an 8% preference;
 - C. Business with annual revenues of more than \$5M are to receive a 7% preference.
4. Subcontractors - All work that may result from this procurement must be performed by the successful Offeror and payments will only be made to the successful Offeror.

5. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Department personnel will not collate or assemble proposal materials.
6. Right to Reject Proposal – The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
7. Offerors 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 Offerors duly authorized representative addressed to the Director of the Purchasing Department. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Department.
8. Disclosure of Proposal Contents – A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
9. Confidentiality/Public Records – Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.
10. Cancellation – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Department determines such action to be in the best interest of the County.
11. Sufficient Appropriation – Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.
12. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation criteria contained in Section VI.
13. Standard Agreement – A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.

14. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978
15. Right to Waive Minor Irregularities - The Purchasing Department reserves the right to waive minor irregularities. The Purchasing Department also reserves the right to waive mandatory requirements if the mandatory requirement not met does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Department.
16. Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
17. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
18. Ownership of Documents - Any specifications, and other project documents are the property of the County.
19. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
20. It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. The anticipated Agreement term approximately two (2) years and eight (8) months.
21. The County reserves the right to issue a multiple award.
22. Insurance Requirements – Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 15, attached hereto.
23. Proof of licensing – The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, etc).
24. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.
25. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) proposal.

B. NUMBER OF COPIES

Offeror's shall deliver an original plus four identical copies (5 total) of Binder 1 and one (1) original and one (1) identical copy (2 total) of Binder #2 of their proposal, to the location specified on or before the closing date and time for receipt of proposals. **ORIGINALS** shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Offeror's proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper. The proposal must be limited in format and length. All fold-out sheets, up to a maximum of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the Proposal shall be limited to a maximum of forty (40) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the forty (40) page maximum count shall include and shall be limited to:

- Ø Front cover (blank on back side)
- Ø Divider pages (blank except for title information)
- Ø Table of Contents (one page maximum)
- Ø Submittal Letter Form – Appendix A
- Ø Cost Detail – Binder 2
- Ø Certificate(s) of insurance
- Ø Resident Business Certificate
- Ø Resident Veteran Business Certificate (must also submit Appendix D – Resident Veteran Preference Certification)
- Ø Resident Veterans Preference Certification – Appendix D (must also submit Resident Veteran Business Certificate)
- Ø Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE 40 PAGE MAXIMUM.

D. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

Binder #1 (Mandatory)

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix A), which contains the following information:
 - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
 - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 - C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
 - D. Acknowledges receipt of any and all Addendums to this RFP;
 - E. By signing the form the Offeror is explicitly indicating the following:

1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
2. A commitment to comply and act in accordance with the following:
 - Federal Executive Orders relating to the enforcement of civil rights;
 - New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;
 - Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
 - Executive Order No. 11246, Equal Opportunity in Federal Employment;
 - Title 6, Civil Rights Act of 1964;
 - Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
3. Signature on the form must be from a person authorized to contractually obligate the Offeror.
3. "Campaign Contribution Form"
 - In accordance with Appendix C, Offeror's must comply with §13-1-191.1 pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.
 - Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.**
4. Proposal Summary (optional)*
5. Response to Proposal Requirements (except for cost response)
6. Additional Required Materials

Binder 2

- a. Complete Cost Response – Provide Response on Firm's Letterhead to include at a minimum an hourly rate for services outlined in RFP.
- b. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 for additional information).
- c. Offeror's Additional Terms and Conditions**

*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

****If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.**

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the forty (40) page maximum.

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

IV. SCOPE OF WORK & GENERAL REQUIREMENTS

The County of Bernalillo, New Mexico is soliciting proposals from experienced and qualified firms to provide Federal Lobbyist Services which include:

- A. Act as the lead Washington Representative for Bernalillo County, New Mexico in Washington D.C. on federal legislation and project matters as requested by the County Manager.
- B. Proportionate to the level of payment for Services specified herein, furnish requisite office space, utilities, furnishings and equipment, secretarial services, common-use office supplies and services, general administrative support and consultation with local government associations research staff and access to those ongoing research activities and studies of the National Association of Counties required by the Contractor in the performance of Services under this Agreement.
- C. Confer with the County Manager, Board of County Commissioners and such other County personnel as the County Manager or Board of County Commissioners may designate at the times and places mutually agreed to on all organizational planning and program activity which has a hearing on the ability of the County to make the best of federal aid programs.
- D. Review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the County of those items which may have a bearing on County policies or programs, and deliver memoranda and reports to the County in a timely fashion and in a level of detail to be mutually agreed upon.
- E. Secure and furnish such detailed information as may be available on federal programs in which the County indicates an interest.
- F. Review and comment on legislative proposals and projects of the County being prepared for submission to federal agencies when requested to do so by the County Manager or designee.
- G. Maintain liaison with the County's congressional delegation and assist the delegation in any matter which the County determines to be in its best interest in the same manner as any other member of the County's administrative staff might render assistance.
- H. Counsel with the County regarding appearances by its personnel before congressional committees and administrative agencies, arrange for appointments and accommodations for its personnel; and prepare written testimony for County officials to present to Congressional committees, as necessary.
- I. Contact federal agencies on the County's behalf when County applications are under consideration by such agencies and otherwise take whatever steps appear to be required to obtain the most favorable consideration of such applications. Coordinate other County federal lobbying activities to ensure that the County's proposals receive appropriate consideration and congressional support.
- J. In providing Services under this Agreement, act in the name of the County and with the title of Washington Representative to the Board of County Commissioners.
- K. In providing Services under this Agreement, the Contractor will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office, nor take a position on pending legislation, nor attempt to influence legislation by propaganda or otherwise.
- L. Any change in the person of the Washington Representative from the person representing the County as of the effective date of this Agreement must be approved by the County.
- M. The County Manager is authorized to request the Services of the Contractor and shall be kept advised by the Contractor. The County Manager will advise the Contractor of any other individuals authorized to request Services.

- N. The County will supply the Contractor with a summary of all federal programs in which the County is participating and provide the Contractor with information as to when new applications are filed, together with pertinent details as to the substance of such applications.
- O. Conduct research and provide advice toward developing the County's annual federal legislative agenda.
- P. Participate in scheduled briefings with the County Manager and Commissioners on the status of all issues assigned to the Consultant and other issues of interest to the County.
- Q. Maintain effective and positive working relationships with the New Mexico Congressional delegation, the Executive branch, and their staffs. Arrange and staff meetings with Congressional and Executive contacts as directed from County professional staff and/or elected officials.
- R. Upon request, the Lobbyist may assist in developing partnerships with other governmental entities or the private sector that could improve congressional advocacy for programs that benefit Bernalillo County.
- S. Provide the County Manager with copies of bills, budget documents, committee reports, rules and regulations or other information reasonably available which is pertinent to the issues identified in the County's federal legislative agenda or having a bearing to the County.
- T. Provide, at a minimum on a semi-annual basis, written reports to the County Manager indicating progress towards the attainment of each legislative goal and other legislative matters impacting Bernalillo County activities.
- U. Provide written end-of-session reports as soon as practicable to the Board of County Commissioners and the County Manager providing final status of each Congressional session, highlighting all legislation impacting the County and strategizing for the next Congressional session.
- V. The Contractor shall include with each monthly payment request a written report or summary of relevant legislative activities, to include time spent on Bernalillo County activities, for the period for which payment is being requested.

V. MISCELLANEOUS

Payment/Invoices

All invoices must include the Purchase Order number and shall be sent directly to Bernalillo County, Department of Finance, Accounts Payable, One Civic Plaza NW, Albuquerque, NM 87102.

VI. EVALUATION CRITERIA

- A. **Selection Process:** The County Manager shall name, for the purposes of evaluating the proposals, a Selection Committee. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Committee for clarification, best and final offers, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.
- B. **Evaluation Criteria:** A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C.

Evaluation Criteria	Points Possible
Demonstrated ability to effectively communicate with County Commission, County Manager and County Staff regarding legislation and goals.	5
Demonstrated experience in marketing ideas and goals for counties and municipalities of similar size to Bernalillo County.	25
Demonstrated familiarity with the political process on a Federal and State level.	25
Demonstrated ability to organize legislative support.	25
Proposed Cost (Binder #2)	20
Total Possible Points	100

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (100)} = \text{Cost Score of this Offeror}$$

D. Interviews (applicable to Finalists only)

If an interview is held, the Purchasing Department will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may at their discretion request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

E. Application of Preferences (Point-Based): The preference points shall be calculated by multiplying the applicable preference percentage (see Section II.D.3 for applicable preference percentage) by the "Total Possible Points" in Section C above. Only those Offerors who provide the required preference certificate and the certification form in accordance with Section II.D.3, will receive additional points, which will be added to their already evaluated score.

Application of Preferences - Weight-Based (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 40% and ranking from the interviews are weighted 60% in determining the final selection as shown in Appendix B. The preference points shall be calculated by multiplying the applicable preference percentage (see Section II.D.3 for applicable preference percentage) by the "weighted points". Only those Offerors who provide the required preference certificate and the certification form in accordance with Section II.D.3, will receive additional points, which will be added to their already evaluated score.

Note: if an interview is not held, the preference points will be based on the "Total Points" of Section C only.

SECTION VII
PROPOSED DRAFT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for _____, RFP No. _____, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2013, in response to RFP No. _____, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Federal Lobbyist Services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Inferior Materials

All services, found to be inferior to the quality specified in RFP No. _____, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a two (2) year and eight (8) months period unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Department
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

- A. The County will pay to the Contractor in full payment for services rendered, the sum of \$_____ or at the rates listed in Exhibit ____, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.

3. Pollution Legal Liability - \$1,000,000 Each Occurrence (If Applicable)
4. Business Automobile Liability
 Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.
 Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence.
 (If Applicable)
 Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.
5. Independent Contractors: Included
6. Contractual Liability: Included in Commercial General Liability
7. Professional Liability: (if applicable) \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

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

19. Conflict of Interest

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

20. Scope of Agreement

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

21. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

22. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

23. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement 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.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Applicable Law

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

26. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

27. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

28. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

29. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

30. Penalties

The New Mexico 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.

31. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

32. Facsimile/Electronic Signature

A signature sent via facsimile or electronically shall have the same legal effect as if the Original Agreement has been signed in person.

SIGNATURE PAGE

Motion to approve _____, this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

Maggie Hart Stebbins, Chair

Debbie O'Malley, Vice Chair

Art De La Cruz, Member

Lonnie C. Talbert, Member

Wayne A. Johnson, Member

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Maggie Toulouse Oliver, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number

**APPENDIX A
SUBMITTAL LETTER FORM**

RFP# 06-14-NL

Identity of Submitting Business (including d/b/a):

--

Mailing Address:

--

Who can contractually obligate?

Name/Title:	E-mail:	Phone:
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Contact for Inquiries/Clarifications/Negotiations

Inquiries/Clarifications Name/Title:	E-mail:	Phone:
Contact for Negotiations Name/Title	E-mail:	Phone:

Addendum Acknowledgment:

<p>If Addendum has been received, please indicate how many in the spaces below.</p> <p>Addendum number(s) _____ through _____ have been received.</p>

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed:	Date:
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APPENDIX B

Final Rankings

Rankings for the evaluation of written proposals are weighted 40% and rankings from the interviews are weighted 60% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

<u>Proposal Submittal (40%)</u>	<u>Interview (60%)</u>	<u>Final Ranking</u>
Firm A 1 st 3 rd	$(1 \times .4) + (3 \times .6) = 2.2$	3
Firm B 3 rd 1 st	$(3 \times .4) + (1 \times .6) = 1.8^*$	1
Firm C 2 nd 2 nd	$(2 \times .4) + (2 \times .6) = 2.0$	2

*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 rd	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), *as amended by Laws of 2007, Chapter 234*, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

--OR--

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

Name of Company: _____

Signature

Date

Title (Position)

****Must also submit the Resident Veterans Certificate if using this Certification****

APPENDIX D

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- 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 General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such 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 amount 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 statements 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 unaward of the procurement involved if the statements are proven to be incorrect.

County of Bernalillo EXHIBIT A
State of New Mexico

Purchasing Department
One Civic Plaza, NW, 10th Floor
Albuquerque, New Mexico 87102
Office: (505) 468-7013 Fax: (505) 468-7067
www.bermco.gov/purchasing/

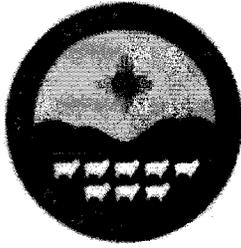
DATE: August 27, 2013
TO: ALL PROSPECTIVE OFFERORS
FROM: Purchasing Department
Prepared by Natara Landrau, Senior Buyer
RE: Addendum #1 – RFP #06-14-NL
Federal Lobbyist Services

This Addendum #1 to Request for Proposal RFP #06-14-NL, is issued by Bernalillo County Purchasing Department. The Addendum contains reference to the non-mandatory pre-proposal meeting, written questions received by 10:00 a.m. August 15, 2013, responses to written questions and changes/revisions made to the original Request for Proposal. **All respondents to this RFP must acknowledge all Addenda in Binder #1, Submittal Letter Form, Appendix A.**

The non-mandatory pre-proposal conference (August 9, 2013) was held however there were no Prospective Offerors in attendance.

Questions and Responses

1. I have a couple of questions regarding the RFP –
 - A. Do all sections need tabs? I know there are specific areas where tabs are requested i.e. after proposal summary but was not sure if all sections need tab dividers.
Response to Question: No.
 - B. Also – I see the term for the contract is 2 yrs. and 8 months – the previous contract term was 4 years – just wanted to make sure I was reading correctly.
Response to Question: See #11 and #14 below under Changes/Revisions.
2. We'll wait to see the addendum. Will that be emailed or do we log into the Purchasing website?
Response: All registered firms will receive an email notification and can download the document(s) from the County's website.
3. I see the proposed cost is worth 20 points. Does that mean that the lowest bidder automatically receives 20 points and the other proposals receive 0?
Response: Refer to pages 13 and 14, Section VI. B. and C. Evaluation Criteria. Also refer to Item #13 shown below under Changes/Revisions.
4. Do we have to submit insurance documents with the proposal or are they required upon notification of acceptance and agreement?
Response: Although not marked as mandatory in the RFP, it is highly preferred to show within your proposal that the proper insurance amounts outlined within Section VII. Proposed Draft Agreement are already met. Specifically, the Professional Liability amount should ideally be provided in a copy of your firms Certificate of Liability Insurance within your response.



COMMISSIONERS

Maggie Hart Stebbins, Chair
District 3

Debbie O'Malley, Vice Chair
District 1

Art De La Cruz, Member
District 2

Lonnie C. Talbert, Member
District 4

Wayne A. Johnson, Member
District 5

COUNTY MANAGER

Tom Zdunek

ELECTED OFFICIALS

Tanya R. Giddings
Assessor

Maggie Toulouse Oliver
Clerk

Willow Misty Parks
Probate Judge

Dan Houston
Sheriff

Manny Ortiz
Treasurer

5. What documents would be considered “Additional Required Materials”.

Response: Page 11, 6. Delete and replace with: “Additional Required Materials, if applicable”.

6. At this time, I have one question about the RFP: In the RFP, Section IV. Scope of Work and General Requirements, Item K (page 12) states the “Contractor will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office, nor take a position on pending legislation, nor attempt to influence legislation by propaganda or otherwise.”

Discussion: It is common practice in federal representation for lobbyists to contribute to, and actively raise funds for, the campaigns of senators, congressman and candidates for federal office who support the agenda of a firm’s clients. It is likely that this prohibition will be a problem for most registered lobbying firms in Washington. The Federal Government deals with this issue by requiring registered lobbyists to report their contributions in a publicly accessible database in parallel with the lobbying registration database, also publicly available.

Question: Can you please clarify the scope of this prohibition on participation in campaigns? Does it apply only to county elections, or does it apply to state, and/or federal office as well?

Discussion: Further, firms providing federal representation are directly involved on a daily basis in taking “a position on pending legislation” and attempting to influence legislation for their clients – this is a core practice/service of federal representation, and one of the services provided as requested in the RFP. Virtually all firms providing federal representation will have multiple clients for which they are providing legislative advocacy. Many firms, ours included, go to great lengths to make sure to avoid conflicts of interests between clients. We have responded to RFPs that required a discussion of how a firm avoids these conflicts.

Question: Can you please clarify the scope of this prohibition as it relates to taking a position on proposed legislation?

Response: Section IV. Scope of Work & General Requirements, K. Delete and Replace with: “ In providing Services under this Agreement, the Contractor will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for a county public office in the County of Bernalillo, nor take a position on pending legislation proposed by the Board of County Commissioners of Bernalillo County, nor attempt to influence such legislation by propaganda or otherwise. ” The Contractor shall be familiar with the restrictions imposed by the County’s Code of Conduct, Art. III, Division 4, Ordinance No. 2-126 et seq., and avoid conflicts of interest prohibited therein. In responding to this RFP, the Contractor shall describe how it avoids conflicts of interest between its clients who may have differing interests.”

7. My question relates to the “distribution list” for the RFP. Under section II.B.1. of the RFP (page 5), there is a sentence is bold that I have included below: “Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal will be rejected.

Our firm is not on a distribution list that I am aware of, but we are now registered as Offerors in the proposal process. Does this mean that we are now on the distribution list, and that our proposal will be accepted?

Response: In accordance with Section II.B.1., 3rd sentence: “A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file”.

Changes/Revisions

8. Cover Page Proposal Due: Delete and Replace with: September 6, 2013 3:00 p.m. (local time).

9. Page 5 Section II.A. Sequence of Events:

5. Submission of Proposal. Delete and replace with September 6, 2013

6. Proposal Evaluation. Delete and replace with Week of September 9, 2013

- 7. Status Notification of Finalist(s)/Non-Finalist(s). Delete and replace with Week of September 16, 2013
- 8. Interviews (if applicable). Delete and replace with Week of September 23, 2013
- 9. Contract Negotiations. Delete and replace with week of September 30, 2013
- 10. Award – To Be Determined.
- 10. Page 6 6. Submission of Proposal. Delete and replace first sentence with: “All Offeror proposals must be received for review and evaluation, no later than 3:00 p.m. Mountain Daylight Time on September 6, 2013, addressed to the Purchasing Department, One Civic Plaza NW (Room 10010), Albuquerque New Mexico, 87102.
- 11. Page 9 Item #20. Delete and replace with: “It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. The anticipated Agreement term is approximately three (3) years and eight (8) months.
- 12. Page 11 Binder 2. a. Delete and replace with: “Complete Cost Response - Cost Responses should be inclusive of all fees for the work contained herein, include an amount for a 12 month period and an hourly rate provided on Firm’s Letterhead.
- 13. Page 14 C. Evaluation Criteria. Delete and replace formula shown below Evaluation Criteria Table with:

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (20)} = \text{Cost Score of this Offeror}$$
- 14. Page 15 Section VII.. 3. Term. Delete and replace with: This Agreement shall become effective upon the date of final execution and shall continue for approximately three (3) years and eight (8) month period unless terminated by either party pursuant to the termination provisions contained herein.

No other changes/revisions have been made. **All Offerors must acknowledge receipt of this Addendum in the Submittal Letter Form, Appendix A.** If further assistance regarding this process is required, please contact Natara Landrau, Senior Buyer, by electronic mail at the address provided in the proposal document.

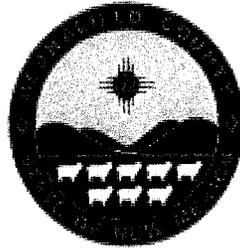
On behalf of the County, the Bernalillo County Purchasing Department would like to thank you for your time and interest in RFP #06-14-NL and we apologize for any inconvenience this Addendum may have caused. We look forward to your continued interest and your future responses to the ongoing needs of Bernalillo County.

xc: RFP #06-14-NL

Murray, Montgomery & O'Donnell

Proposal to

Bernalillo County, New Mexico



In Response to RFP # 06-14-NL
Binder 1

Federal Lobbyist Services

September 6, 2013

Submitted By
John R. O'Donnell
Kyriakos P. Pagonis

Murray, Montgomery & O'Donnell

101 Constitution Ave, NW
9th Floor
Washington, DC 20001

202.742.4410 (p)
202.742.4351 (f)

www.mmodc.com

COPY

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**APPENDIX A
SUBMITTAL LETTER FORM**

RFP# 06-14-NL

Identity of Submitting Business (including d/b/a):

HROD, Incorporated D/B/A: Murray, Montgomery & O'Donnell

Mailing Address:

101 Constitution Ave NW 9th Floor, East Washington, D.C. 20001
--

Who can contractually obligate?

Name/Title: John O'Donnell, Partner	E-mail: jod@mmodc.com	Phone: 202-742-4360
--	--------------------------	------------------------

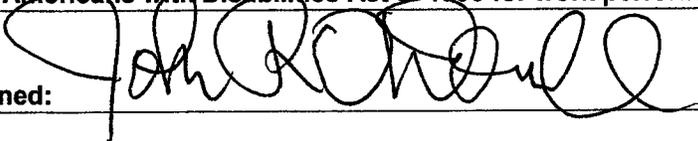
Contact for Inquiries/Clarifications/Negotiations

Inquiries/Clarifications Name/Title: Kyriakos Pagonis, Sr. Associate	E-mail: kpp@mmodc.com	Phone: 202-742-4361
Contact for Negotiations Name/Title John O'Donnell, Partner	E-mail: jod@mmodc.com	Phone: 202-742-4360

Addendum Acknowledgment:

<p>If Addendum has been received, please indicate how many in the spaces below.</p> <p>Addendum number(s) <u> 1 </u> through <u> 1 </u> have been received.</p>

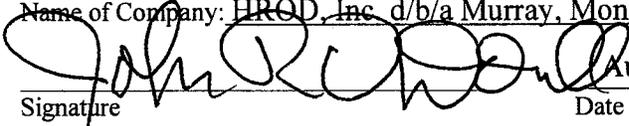
By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed: 	Date: 8/22/13
---	---------------

--OR--

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

Name of Company: HRQD, Inc. d/b/a Murray, Montgomery & O'Donnell

A large, stylized handwritten signature in black ink, appearing to read "John R. O'Donnell".

August 22, 2013

Signature

Date

Partner

Title (Position)

III. Proposal Summary

Murray, Montgomery and O'Donnell (MMO) has represented large, medium and small public sector clients primarily in the West and Southwest since 1975. The number of years it has been retained by many of its municipal clients demonstrates MMO's capacity to provide Bernalillo County with the highest level of Washington representation.

Local governments expect value for the money they invest in Washington representation, and government leaders must demonstrate wise use of the taxpayer's dollar. MMO clients over the past two years on average received \$125 in federal discretionary funds for every local dollar invested in MMO's services. Bernalillo County has received more than \$100 million in federal appropriations and infrastructure authorizations over the past decade with MMO's assistance.

Solutions to problems can be simple or complex. In every instance, finding an answer requires research, discussion, identification of options and building political and bureaucratic support to implement a solution. Sometimes the process is straightforward and quick and other times it is prolonged and complex.

It is critical for Bernalillo County's federal lobbyist to be creative and determined in working on behalf of the County, as well as demonstrating the ability to navigate the environment of agency regulations, bureaucracy and Congressional rules using the "hand to hand" combat required to get results. It is also essential for the County's lobbyist to understand and work effectively with the New Mexico Congressional delegation, Bernalillo County officials and federal agency personnel in Washington D.C., New Mexico and regional offices. In the past four years, lobbyist relationships with federal agency staff have become essential to identifying funding and technical assistance opportunities for local governments.

MMO's list of client successes demonstrates the strength of its network of contacts and non-partisan approach to Washington representation that has been used to get positive outcomes to ordinary and unusual problems. This is essential in representing local governments in Washington because so often the laws and rules are written to preclude the exception and sometimes the anomaly is required. MMO's Washington approach is effective because it presents decision makers with options to help them frame a solution. Bernalillo County Commissioners and staff are vital to this process because their voice plays a critical role in selling a proposal or solution to federal agencies and Congress to address the County's federal priorities.

Washington representation has a what-have-you-done-for-me-lately dimension to it. We show in this proposal what we have accomplished on behalf of Bernalillo County and our public sector clients. While it's important to have a strong record of performance, it is essential to demonstrate that we are looking forward to issues on the horizon and are prepared to help Bernalillo County reach its future federal legislative objectives in transportation, community/economic development, public safety, and water and environment.

IV. Response to Proposal Requirements

A. MMO's Ability to Effectively Communicate with County Commission, County Manager and County Staff

The key audiences of an effective, targeted federal legislative program are Congress, federal agencies and the client. As the initiator of the federal legislative program, the County is at the center of the communication network that drives the request for federal assistance, monitors the progress and makes adjustments to the plan to meet changing circumstances. The Washington lobbyist ensures that Bernalillo County officials have timely and relevant information to adjust the strategies and schedule to achieve its federal program objectives. An effective Washington program requires frequent communication with the County Commissioners, County Manager and County staff.

MMO communicates regularly with its clients through written reports, customized legislative updates, and daily phone and e-mail contact. MMO currently provides Bernalillo County with a written quarterly report and weekly federal funding update that highlights current funding opportunities.

MMO also participates in conference calls with County staff to discuss its work on transportation, public safety, social services, community/economic development and water resources issues. The conference calls provide a valuable exchange of legislative, grant and project updates. The calls provide information about the County's interaction with state and federal agencies that is helpful in determining solutions.

Bernalillo County/Washington Visits and Support Services

MMO makes at least three visits a year to Bernalillo County to meet with Commissioners and staff to update them on the progress of the County's federal program, learn firsthand how projects are being implemented, discuss corrective course action to the legislative strategy and meet with state and/or federal agency staff to improve the strategic approach.

MMO attends NACo's annual conferences, participates in the New Mexico Association of Counties Washington Congressional briefing and has been a speaker at water and transportation conferences in New Mexico.

Over the past four years, MMO has scheduled 42 meetings for Bernalillo County officials with Members of the New Mexico delegation, federal agency officials and association directors. MMO prepares schedules and briefing materials for County officials' trips to Washington. A well-planned trip to Washington makes efficient and effective use of the County official's time while in the Nation's Capital and enables County officials to communicate effectively with the media about the outcomes from the trip.

A significant component of effective communication is the direct involvement of the County's elected officials and professional staff. MMO is retained to ensure that the County's agenda receives the appropriate attention and support from the Congressional delegation, Congress and federal agencies. It is important for the County Commissioners and the senior staff visit Washington several times during the year to discuss the County's federal program priorities, interact with key Congressional committee staff and meet with federal agency decision makers. Top federal program administrators have told us repeatedly over the years that they pay close attention to the issues and

requests for federal assistance brought to them by visiting officials. Showing up and making your case is effective because Congress and bureaucrats know that it takes time, interest and money to come to Washington.

It is MMO's standard practice to provide logistical support for County officials while in Washington. MMO has a negotiated room rate for clients with the Hyatt on Capitol Hill, located at 400 New Jersey Avenue, NW. Our offices, located at the foot of Capitol Hill, also provide clients with convenient access to the House and Senate office buildings and state of the art conference center space within our building to hold meetings and events.

Legislative Monitoring and Grant Funding Identification

In a typical year over 10,000 pieces of legislation are introduced in Congress. To effectively track legislation on this magnitude, MMO subscribes to *Congressional Quarterly's Bill Track* software that allows us to monitor every action of every bill as it moves through Congress, receive line-item updates on hearings, markups, and new amendments and added co-sponsors in a single database. *CQ Bill Track* alerts generate notifications based on actions that occur on a specific bill or list of bills that are important to our client's interest. Based on a client's interest area, the software allows us to target certain bills and follow legislation in real time. *CQ Bill Track* sends us daily emails every time there is proposed action on a piece of legislation. The software program also allows us to create customized tracking reports to follow legislation and understand its impact on county government. MMO will make our CQ subscription available to County staff at no cost.

Over the past three years as Congressionally directed spending has been curtailed, protecting funding for federal discretionary program accounts and identifying federal and foundation grant opportunities have become critical to the County's federal strategy. MMO analyzes and develops a customized database of appropriations bills to apprise the County of proposed funding levels for key federal discretionary programs. The customized funding database is used to match funding priorities in the County's federal program with relevant federal grant opportunities. Additionally, the matrix is intended to identify grant opportunities in areas where the County has not previously sought funding. The matrix provides the added benefit of tracking grants applied for and received.

B. MMO Demonstrated Experience in Marketing Ideas and Goals

For over thirty years, MMO has been translating local government federal legislative and funding priorities into programs that market ideas and sell solutions to federal decision makers. We estimate MMO clients have received more than \$1 billion in federal funding for highways, transit, airports, water projects, community/economic development, housing and public safety and saved more than \$250,000,000 in regulatory relief. The cornerstone to this success is our ability to work in a nonpartisan manner to define the project, develop federal agency support, strengthen a grant application, and gain Congressional support.

Marketing is vital to the success of a Washington advocacy program. The following list of projects demonstrates MMO's ability to market and persuade Congress and federal agencies to invest in local projects and initiatives:

\$51 Million in TIGER V Grant and Bus Rapid Transit (BRT) Project Funding

The City of El Paso was awarded a \$13 million TIGER V Grant at the start of September 2103 for the Northgate Transit Center, which will transform an abandoned shopping center into a mixed-use

transit, oriented development. MMO worked with City staff to improve a previous TIGER application for the project and executed a strategy that included meetings with the FTA Administrator over the course of fourteen months to underscore the importance of the Northgate Transit Center improvements to the success of the City's four corridor BRT project.

In 2012 El Paso received \$13.5 million in Small Starts funding for their Mesa BRT Corridor and \$15.2 million for the Montana Corridor is included in the Administration's FY 14 budget.

The City of El Paso in cooperation with the El Paso Metropolitan Planning Organization (MPO) completed a transit corridor alternatives analysis (AA) for the Federal Transit Administration (FTA) in 2001. During the past eight years, El Paso considered a number of improvements to its mass transit system including light rail and a trans-border trolley. In 2005, El Paso changed to a city council-city manager form of government. The new mayor and city manager gave priority to improving the Sun Metro Transit System and began assessing if BRT would be the appropriate transit mode for the City. The Mayor and City Manager gave MMO the responsibility for developing FTA and Congressional delegation support and Congressional committee awareness of El Paso's BRT idea.

Before initiating a Washington campaign to support the City's BRT plan, MMO organized a trip for City and El Paso Metropolitan Planning Organization (El Paso MPO) officials to Los Angeles to be briefed by the Metropolitan Transportation Authority (MTA) on the BRT Orange Line and visit the corridor. Following a BRT workshop in El Paso, which MMO helped arrange, we scheduled a Washington meeting for Mayor John Cook with the FTA Administrator to discuss the outline of an El Paso BRT system and FTA's program development process. Following the FTA meeting, Mayor Cook met with the Congressional delegation and the clerks from the House and Senate subcommittees on appropriations for transportation.

After the City held several public forums and the City Council approved the initial study of a four corridor BRT, the City began working with FTA on completion of an AA and identifying a local source of funding for the project. Because of MMO's experience with light rail in Phoenix, we advised Mayor Cook and City Manager Joyce Wilson that they needed to have periodic conversations FTA headquarters to ensure the review of the City's project in FTA's Fort Worth Office moved along as smoothly as possible.

MMO worked with Mayor Cook to build a good working relationship with two FTA Administrators that served between 2007 and 2009 and demonstrate to them the strength of the city's BRT plan. The City convinced FTA of the commitment to building a BRT system when the City proceeded with plans to build the Alameda Corridor project using entirely local and state funding. MMO advised the Mayor and City Manager early in the BRT planning process to use local funds for the initial corridor because it indicated the City's commitment and determination to build a successful project. The Mesa Corridor, the system's second corridor, was included in FTA's project development under the Very Small Starts (New Starts) program for funding in the FY '12 budget. The Mesa Corridor received \$13.5 million in FTA funds, is under construction and will be operational in late 2014.

\$473 Million Phoenix Transit: Light Rail and Bus and Bus Facilities

Murray, Montgomery and O'Donnell worked with the City of Phoenix transportation officials for many years on the development and implementation of transit projects. After the approval of the four tenths of the cent sales tax in 2000 for light rail and bus improvements to provide the local

share funding for the planning and construction of the Valley's light rail project in 2000, MMO worked to secure additional Federal Transit Administration (FTA) planning funds to clear environmental requirements and meet FTA eligibility criteria to obtain a full funding grant agreement for the initial operating segment of the Phoenix area 13.5 mile light rail project. In addition to selling the project on Capitol Hill, MMO's work included helping Phoenix and Valley Metro Rail officials select experienced counsel to negotiate the FTA full funding grant agreement.

As of October 2012, the Valley Metro Rail project had received nearly \$473 million in federal funding and \$32 million in transit projects benefiting the City of Phoenix. The funding represents the results of hard work and leadership performed by Congressman Pastor and supported by more than ten years of work by MMO with appropriations staff and FTA officials.

MMO in cooperation with the City of Phoenix and Valley Metro Rail continues to work with the House and Senate Subcommittees on Appropriations for Transportation to obtain planning funds for the I-10 West corridor, Northwest Extension and South Phoenix lines. As of 2012, \$3.675 million has been appropriated to study the I-10 West alignment and \$1 million for the South Phoenix corridor. In addition to light rail funding, MMO worked with City staff and Congressman Ed Pastor to secure more than \$7.3 million in FY 11 FTA competitive grant funding for transit projects.

Resacas Restoration

For several years the City of Brownsville and Brownsville Public Utility Board (PUB) expressed interest in restoring Resacas, which are former channels of the Rio Grande that remain after the river has changed courses, to a more appealing natural state. PUB initiated work with the Corps of Engineers in 2006 to determine a federal interest in restoration of the resacas. The Corps completed a reconnaissance study and initiated a cost shared feasibility study with PUB in 2007.

More than 100 of these "ox bows" exist in the City of Brownsville. Over the years they have filled with silt and waste that have reduced their holding capacity and created, in some instances, public health and safety risks.

The Corps was enthusiastic about the resacas restoration when BPUB first approached the agency seven years ago because the agency recognized the multiple project benefits consistent with Corps objectives, and the Corps was eager to have an ecosystem restoration project of this size in the State of Texas. However, the Corps could not perform further feasibility work because of the earmarking moratorium.

In 2008, MMO worked with PUB to develop a financing strategy. MMO facilitated a meeting with Corps headquarters officials to discuss funding options for cost sharing restoration of the resacas. PUB's restoration plan was aimed at dredging the resacas to provide flood control, water storage, wetlands and habitat protection benefits.

MMO suggested BPUB negotiate an agreement with the Corps to expedite an assessment of the 404 permitting required for the project and provide a plan for resacas restoration that could involve the Corps at a later time based on future opportunity for a resacas project authorization.

The first stage of the dredging was started in the fall of 2011 in Resaca Boulevard, Cemetery Resaca and Gladys Porter Resaca.

BPUB continues to coordinate with the Corps in the restoration of the resacas and has demonstrated to the Corps that special dredging equipment purchased by PUB has reduced the dredging costs.

MMO is working with PUB to develop a plan with the Corps and Congress to fund additional phases of the restoration program through a Water Resources Development Act authorization for ecosystem restoration projects. BPUB has picked up an important ally in its effort to partner with the Corps with the election of the new Congressman for the Thirty-Fourth District in Texas. He is working with the House Transportation and Infrastructure Committee on WRDA legislation to include a competitive grant program for ecosystem restoration.

\$10 Million Monterey County/ Salinas, CA Gang Task Force and National Forum on Youth Violence Prevention

The Monterey County Street and Anti-Gang Project, or Monterey/Salinas County Joint Gang Task Force (GTF), is a countywide collaborative effort whose mission is to reduce gang violence throughout Monterey County.

MMO's initial work with the Salinas/Monterey County Gang Task Force (GTF) beginning in the 2004 was to obtain \$7.5 million in appropriations for the GTF. Salinas, Monterey County and MMO sold the Congressional delegation on making the GTF a priority appropriation. To date, over \$7 million in federal dollars have been sent to the GTF and an additional \$3 million in competitive COPS technology grant funding has been awarded to the GTF. MMO worked with Senators Dianne Feinstein and Barbara Boxer and Congressman Sam Farr to obtain funding for the project and underscore the importance of a federal law enforcement team to work with the GTF.

MMO recommended to the newly elected Mayor of Salinas in September of 2008 that the City begin working with the White House and the Department of Justice to create a national youth violence prevention pilot program, mentioned earlier, to bring more federal resources to bear on the violent gang crime problem in Salinas. Mayor Dennis Donohue and MMO reasoned that as a Presidential transition period started in late 2008 the new Administration might be interested in a pilot program, but it would take other partners to sell a new Administration on the idea. After a year and a half, Salinas and Monterey County officials began meeting with White House and Department of Justice (DOJ) officials soon after January 20, 2009 on the idea of a seven to ten city youth violence prevention project. In July 2010, DOJ began working with seven cities on strategic plans to address gang and youth violence prevention priorities. The Justice Department has made funding for the seven cities anti gang projects a departmental priority. MMO worked with the Salinas Congressional delegation and the Obama Administration to ensure Salinas was one of six cities to participate in the Administration's National Forum on Youth Violence Prevention. MMO continues to work closely with Salinas and Monterey County on the implementation of the anti gang violence program and provides recommendations to the City and County on funding and technical assistance resources.

\$25 Million El Paso Water Utility Desalination Plant

The Kay Bailey Hutchison Desal plant represents a forward-looking strategy in water supply — not only for the City of El Paso but also for the region and the country that is increasingly challenged by short supplies of fresh water. MMO was responsible for obtaining \$25 million in federal funds to build the desalination plant and an additional \$7 million for the Consortium for High Tech Investigation of Water and Wastewater (CHIWAWA), a brackish-desal research initiative.

A joint project of El Paso Water Utilities and Ft. Bliss, El Paso's desalination facilities can produce 27.5 million gallons of fresh water daily (MGD) making it a critical component of the region's water portfolio. The plant is the world's largest inland desalination plant. Using a previously brackish groundwater supply, the plant is creating a new supply of water - water from impaired groundwater. The desalination facilities increase El Paso Water Utilities' fresh water production by approximately 25%, based on current demand. In addition to a state-of-the-art desalination plant, the facilities include a learning center, groundwater wells and transmission pipelines.

For the past five years, MMO has worked with EPWU and the Energy and Natural Resources Committee staff to determine how federal policy could be more targeted to formulate policy to achieve more effective and efficient use of water and energy. On July 18, the Senate Energy and Natural Resources Committee hosted a roundtable discussion for key federal agency leaders involved with energy and water issues and the leaders of three public utilities to discuss a series of questions about energy and water innovation. Because of our history working with water utilities and Committee staff, EPWU was invited to participate in the roundtable to discuss energy and water innovations with federal agencies and make recommendations for achieving more efficiencies in the water and energy sectors. EPWU's brackish groundwater desalination plant has been a focal point of the Energy and Natural Resources Committee staff's interest in energy and water cost savings.

C. MMO's Demonstrated Familiarity with the Political Process on the Federal and State Level

Mayors of two large cities with very different political philosophies advised early in our work for local governments to take a non-partisan approach. We found this style makes it possible to advance clients' federal priorities with Democrats, Republicans and Independents based more clearly on the merits of projects and issues without getting bogged down by ideological distractions. In advocating for local governments, especially in the current Washington climate, it is best not to blunt your effectiveness or jeopardize your capabilities by getting caught up in political intrigue. There is a lot of bipartisan work in Washington that goes on behind the scenes. It rarely gets notoriety, but it does get results. MMO is successful in moving Bernalillo County forward by building support for action quietly and behind the scenes to gain the broadest possible base within Congress and the Executive branch to get results.

MMO has effectively represented local governments and utilities primarily in the West and Southwest since 1975. The number of years it has been retained by many of its clients demonstrates the strength and success of its work for them. MMO partners and associates have over 160 years of combined experience working in local, state and federal governments. The firm has a proven record of managing federal advocacy programs for local governments and working effectively on Capitol Hill and with State legislatures. MMO's array of talent, experience and knowledge of the federal government and hands on work with clients ensures that Bernalillo County's federal program will be carried out by professionals that have had responsibility writing legislation, developing program regulations, evaluating grant proposals and writing memoranda proposing new programs or reforming existing ones.

In their work with federal, state and local governments, the MMO team has served in positions of assistant secretary, committee appropriations clerk, Senate and House professional staff and state program directors.

The firm includes:

John R. O'Donnell

Mr. O'Donnell joined Murray, Scheer and Montgomery in April 1995 and became a partner in Murray, Scheer Montgomery two years later. Before joining the firm, he spent sixteen years with the National Center for Municipal Development (NCMD), a public affairs and local government advocacy group, organized in 1961 by the U.S. Conference of Mayors and the National League of Cities.

Mr. O'Donnell specializes in representing public sector clients that include local governments and authorities, ports, and water and electric utilities. He has extensive experience and success working with local governments on housing, public safety, water resources, transportation, and human service issues. In his thirty-three years of work on legislation, regulations and grants with the Departments of Agriculture, Commerce, Energy, Health and Human Services, Housing and Urban Development, Labor and Transportation, the Corp of Engineers, the Environmental Protection Agency, Navy and Air Force, he has developed an in-depth understanding of working with the federal bureaucracy and navigating through its programs and operations to gain client success. Because of his local government work in the East, West and Southwest, he has built strong, lasting relationships with the Arizona, California, New York, New Mexico and Texas Congressional delegations and connections to numerous Congressional committee staff that authorize and fund programs important to local governments.

Before representing local governments in Washington, DC, he worked for local, state and federal governments in New England, North Carolina, Washington State and Alaska. He was assigned to the Assistant Secretary of Commerce for Economic Development in the 1980s and managed the State VISTA program in the Governor's Office for the State of New Hampshire from 1969-1972. Mr. O'Donnell designed and managed volunteer training programs for the ACTION Agency in New York City and Seattle in the 1970s and was responsible for managing the intergovernmental affairs program for the Office of Coastal Zone Management in 1979-1980. He received his Bachelor's Degree from St. Joseph's College in Indiana and his Masters in Public Affairs from the University of Washington and attended the Graduate School of Public Communications at Boston University.

Kyriakos Pagonis

Since joining MMO in August of 2001 as a Senior Associate, Mr. Pagonis has played an integral part in the development and execution of clients' federal programs. He provides legislative support to the firm's clients' and helps identify and pursue viable federal funding opportunities through Congressional appropriations and discretionary grants. Last year, Mr. Pagonis worked with the City of Phoenix to secure \$20 million for the City's HOPE VI project. In addition, Mr. Pagonis works to resolve technical issues with Federal agencies.

Before joining Murray, Montgomery & O'Donnell, Mr. Pagonis worked for a political consulting firm in Washington, DC where he performed legislative and political analyses for a wide array of clients. In addition, he has worked in several state political campaigns in North Carolina, Ohio and Pennsylvania as a campaign manager, fundraiser and field director.

Mr. Pagonis has been an active member of the Arlington County Community Development Citizens Advisory Committee (CDCAC) where he reviews CDBG funding proposals from community

groups representing a wide constituency including: affordable housing, job training, senior centers and public service. He has a Bachelor's Degree in Political Science and Public Administration from Elon College and has a Masters Degree in Applied Politics from the University of Akron.

John Montgomery

Mr. Montgomery established the Washington consulting firm of Murray, Scheer, Montgomery and O'Donnell in the early 1980s. John Montgomery's legislative consulting experience is based on over 35 years of successfully representing the broad range of his clients' interests in Washington, D.C. In particular, he has been effective in obtaining legislation, federal grants and assistance for the types of projects needed by a number of western or "sunbelt" cities such as Oklahoma City, San Diego, San Jose, and Redondo Beach, California, and El Paso and Brownsville, Texas. In addition, he has been able to obtain special designations for each City for highly competitive programs such as "weed and seed" and "empowerment zone," set-aside transportation grants, public works projects and resolution of numerous regulatory problems.

Mr. Montgomery's early career experience in administering large public agencies and overseeing federal programs is of special benefit in working with Congress and the bureaucracy.

Mr. Montgomery was responsible for the passage of legislation that allowed Oklahoma City to receive direct funding of \$49 million for recovery efforts after the Oklahoma City bombing. Three years ago Mr. Montgomery helped Oklahoma City secure Army Corps of Engineers funding for three low level dams, which has allowed the City to become a major Olympic training center.

Mr. Montgomery graduated cum laude from Princeton University in 1962 and from Georgetown Law Center in 1968. He was born in Tulsa and raised in Oklahoma City. He returned to the state to serve as the Administrator of the Office of Community Affairs and Planning from 1972-1976 under Governors David Hall and David Boren. As Administrator, he was responsible for the Oklahoma Indian Affairs Commission and assisted in having the Commission transferred directly under the Governor. While supervising the Commission, he developed a program to provide full scholarships and work study to American Indian students in order to obtain their master degrees in urban planning at the University of Oklahoma.

Bill Simpson

William (Bill) Simpson is a public policy and government relations consultant, specializing in appropriations, housing, agriculture and economic development issues and legislation. With over 19 years of experience in the legislative and executive branches of government, Mr. Simpson has an excellent knowledge of the working relationship between congress and federal agencies.

Mr. Simpson provided critical program background to correct a regulatory problem with the Phoenix Housing Department. Recently he has worked on two major legislative efforts. The first was the creation of a new permanent Rural Development Disaster Assistance Fund that included \$26 million for USDA Water and Waste Water assistance and \$40 million for the Community Facilities programs. This legislation was signed into law on September 30, 2008. The second effort is the inclusion of significant funding for the USDA Water and Waste Water loan and grant programs in the American Recovery and Reinvestment Act of 2009. Mr. Simpson was a professional staff member of the Senate Appropriation Committee and also worked on the Appropriations Subcommittees on Transportation- HUD and Agriculture, Rural Development and

Related Agencies. Mr. Simpson graduated from the University of Southern Mississippi with degrees in psychology and criminal justice.

Michael Preston

Mr. Michael Preston is a native of Washington, DC. He has worked at the U.S. Small Business Administration, the National Rural Water Association, and at a public policy and law firm in Washington, DC. His projects include working on Capitol Hill to secure funds for infrastructure, water, environment and energy programs. He assisted in the formulation of water policy and worked closely with EPA engineers on specific rule making.

Mr. Preston graduated from Elon University in North Carolina with a Business Administration bachelor's degree.

Melody Fennel

Melody H. Fennel is a public policy and government relations consultant, specializing in service to banking, housing and real estate finance clients. With over fifteen years of public and private sector experience in matters affecting housing, urban development and real estate finance, Ms. Fennel brings significant, first-hand expertise on critical legislative, regulatory and public policy matters. Her client list includes: JPMorgan Chase, the Council of Federal Home Loan Banks, the New York State Public Housing Authority Directors Association, the Housing Authority of the County of Santa Clara, and the Housing Authority of the County of San Bernardino.

Her latest successes include the Congressional designation of the Housing Authority of the County of San Bernardino, the Housing Authority of the County of Santa Clara and the City of San Jose Housing Authority as participants in the Department of Housing and Urban Development's (HUD's) highly sought "Moving-to-Work" program. In 2008, she achieved a myriad of federal statutory improvements to HUD's reverse mortgage program, including allowing it to serve additional seniors in high-cost housing areas.

Most recently, Ms. Fennel served as Assistant Secretary for Congressional and Intergovernmental Relations at the United States Department of Housing and Urban Development (HUD). In that capacity she served as principal advisor to the HUD Secretary and Deputy Secretary on matters involving Federal, State and local government. As the Administration's top lobbyist on housing and urban development policies and programs, she advocated before Members of Congress and Congressional Committees, as well as to State and local elected officials and public interest groups. Melody graduated from Vassar College with a BA in Political Science.

Steve Carey

Steve Carey, a graduate of the University of Michigan, has the experience of serving in key policy positions in both the House and Senate of the U.S. Congress. With over 20 years of Capitol Hill and related federal experience, Steve Carey brings a strong command of the appropriations and legislative process. He served as a Legislative Director for two Members of the House Appropriations Committee, including House Appropriations Chairman Hal Rogers, and as a legislative assistant to the Ranking Member of the House Labor, Health and Human Services, and Education Appropriations Subcommittee. Mr. Carey also served as the Legislative Director in the Senate for a Member of the Health, Education, Labor, and Pensions Committee and the Armed Services Committee. Mr. Carey has secured millions for federal programs and projects on and off

Capitol Hill for healthcare, defense, Homeland Security, infrastructure, aviation, high-tech, energy, and other programs.

Industry and not-for-profit organizations have benefited from Mr. Carey's guidance and his relationships with key lawmakers and policy officials in both parties, both Chambers of Congress, and three Administrations.

Mr. Carey is responsible for the annual appropriations the Special Olympics receive from Congress each year. Mr. Carey was the author and lead strategist of the Conquer Childhood Cancer Act of 2008 -- a five-year effort to provide \$150 million in funding for childhood cancer research. This measure became law in July 2008 (Public Law 110-285).

Bill Spencer

Named one of Washington's top lobbyists by *The Hill*, Bill Spencer is known as a tenacious and effective advocate for industry at the local, state and national levels. Bill has a solid reputation on Capitol Hill, with federal agencies and in the political arena as an aggressive leader and innovative strategist in addressing the legislative process, public policy issues, regulations and political campaigns. Bill's issue expertise includes: tax and fiscal policy; immigration reform; health care and benefits; energy and environment; public works and transportation; procurement, and labor-management relations.

Through Bill's leadership in these areas many companies have expanded their businesses nationally and internationally. Many company leaders credit Bill's business creativity and acumen for their development. Bill has been a guest speaker to thousands of business leaders throughout the country on issues important to their bottom line.

Prior to joining MMO, Bill was the vice president of government affairs at Associated Builders and Contractors (ABC). With almost 25,000 members, ABC is one of the leading national organizations representing America's business community and the U.S. construction industry. At ABC, Bill led a team of 23 professionals in federal, state and local government activities: legislative; legal and regulatory; grassroots; and political action. He also founded and chaired, as well as served on the management committees of a number of major national business coalitions.

Bill has held high-level positions on presidential, U.S. Senate and gubernatorial campaigns. In addition, he worked for the Secretary of Commerce in the Reagan administration and for a California Senate leader in Sacramento.

A graduate of the University of Southern California with a degree in International Relations, he received his Juris Doctor from the University of the Pacific's McGeorge School of Law.

Mike Keegan

Mike Keegan is a Policy Analyst with Murray, Montgomery, and O'Donnell. Mr. Keegan has worked on various projects with the firm for 15 years, specializing in environmental and appropriations issues. As an expert on environmental policy, Mr. Keegan has testified before the U.S. Senate and U.S. House of Representatives, appeared on CNN, and written featured columns in USA Today, the Washington Post and numerous trade journals. He has been sourced as an environmental expert in most all major newspapers including the New York Times, the Washington Post and the Associated Press.

Mr. Keegan is currently heading a multi-year grassroots mobilized and policy advocacy effort for a non-profit client of Murray, Montgomery, & O'Donnell that includes many accomplishments including: organization and managing an advocacy website that is now receiving over 25,000 hits a month (www.ruralwater.org), that is used to direct advocacy to Capitol Hill and as a key source of content on environmental policy activity in Washington (Congress, the EPA, etc); managing the group's annual Congressional advocacy campaign which results in upwards of \$30 million in Congressional directed spending, and over \$1 billion in agency programmatic spending annually; and targeted legislation that has been introduced to progress some of our clients environmental agendas. Mr. Keegan graduated from Michigan State University with a degree in Political Science.

New Mexico and National Network

MMO's client representation is enhanced by its relationships with numerous Senators, House Members, Capitol Hill staff, career agency officials, political appointees and long-term connections with national associations. This network provides MMO with effective contacts for accessing up-to-date information and participating in Congressional conversations and federal policy debates. In addition to Capitol Hill and federal agency contacts, the MMO team has extensive connections with organizations headquartered in Washington. Among the organizations that MMO works with are: Yale University School of Management's CEO Leadership Institute, Brand USA, National Association of Counties (NACo), National Association of Flood and Stormwater Management Agencies (NAFSMA), Brookings Institution, Bipartisan Policy Center, National League of Cities (NLC), United States Conference of Mayors (USCM), National Conference of State Legislatures (NCSL), National Rural Water Association (NRWA), Target Corporation, Harley-Davidson, National Governors' Association (NGA), National Association of Clean Water Agencies (NACWA), WaterReuse Association, Multi-State Salinity Coalition (MSSC), International Association of Fire Chiefs (IAFC), Major Cities Chiefs Association, Association of Metropolitan Planning Organizations (AMPO), Western Governors Association, American Public Transit Association (APTA), Airports Council International (ACI), American Association of Airport Executives (AAAE), American Association of Port Authorities (AAPA), Government Finance Officers Association (GFOA), US Chamber of Commerce, Association of Metropolitan Water Agencies (AMWA), and American Water Works Association (AWWA).

MMO partners and associates attend the weekly and monthly meetings of USCM, NLC, New Starts Group, APTA and ACI to gain the latest legislative and policy information and actively participate in coalitions to gain desired results.

The contacts above have been useful in the work Mr. O'Donnell and Mr. Pagonis have performed on behalf of Bernalillo County. They have developed important contacts with the New Mexico Association of Counties, the New Mexico Municipal League, and local elected officials who have become members of the New Mexico State Legislature. They have worked with the New Mexico Interstate Stream Commission, New Mexico State Engineer, New Mexico Passenger Transportation Association, Albuquerque Visitors and Convention Bureau, Mid Rio Grande Conservancy District, Albuquerque Metropolitan Arroyo Flood Control Authority, University of New Mexico and New Mexico Mortgage Finance Authority. Their range of contacts in Washington, DC and in New Mexico broadens their understanding of local and state policy issues and politics.

MMO's work on behalf of New Mexico local governments and special authorities has given the firm extensive experience working with the New Mexico Congressional delegation and staff since 1980. The New Mexico delegation has had thirteen members since 1980, and more than one hundred

seventy-five staffers have served in the delegation's Washington offices. MMO's relationships with the delegation have continued to be strong the past six years as the State's Senators and the First Congressional District Representative have changed.

MMO has worked with Senator Tom Udall since he was elected to the House of Representatives in 1998, with Senator Martin Heinrich from the time he was an Albuquerque City Councilor and his six years in the House of Representatives and with Congresswoman Michelle Lujan Grisham from the time she served on the Bernalillo County Commission and Albuquerque Bernalillo County Water Utility Authority.

Senator Udall's positions on the Appropriations and Environment and Public Works (EPW) Committees are important to Bernalillo County's agenda because the Appropriations Committee determines the funding levels for all federal agencies, and EPW authorizes highway and water resources development programs. His assignment on these two committees gives him responsibility for authorizing and funding surface transportation, housing, environmental protection and Corps of Engineers planning and construction programs. Senator Udall became Chair of the Subcommittee on Appropriations for Financial Services on June 13th following the death of Senator Frank Lautenberg. The chair of an appropriations subcommittee gives Senator Udall additional importance on the Committee in allocating federal funding.

Senator Martin Heinrich brings to his new role in the Senate an extensive background in armed services and natural resources issues from his service in the House of Representatives. As a member of the Senate's Energy and Natural Resources and Commerce, Science and Transportation Committees, Senator Heinrich is involved in all legislation involving water reclamation; energy and water projects; highway safety; science, engineering and technology research and development and regulation of civilian aviation.

Congresswoman Michele Lujan Grisham's three committee assignments are Agriculture, Budget and Oversight and Government Reform. As a member of these three committees, the Congresswoman has a voice in legislation involving the Rural Development Service in the Department of Agriculture, nutrition programs, funding allocations for all federal programs, and investigative authority over many federal agencies and the relationship of the federal government to states and local governments.

The firm has worked with Congressman Ben Ray Lujan because a small part of his Third District includes Bernalillo County. His interests have been in flood control, economic development, transportation and public safety because of the importance of those issues to the southern portion of the Third Congressional District. He plays an important role in overseeing the missions of the Los Alamos and Sandia Labs due to his seat on the Energy and Commerce Committee.

MMO's contact with Congressman Steve Pearce occurs because of the firm's work in the border region and the overlapping concerns in the area about border crossings, transportation, water resources and drought issues.

MMO has worked with the New Mexico delegation on a number of significant projects benefiting the Bernalillo County/Metro Albuquerque area such as:

- *Southwest Valley Flood Reduction*
In 2007, MMO had a direct role in obtaining a \$24.8 million Water Resources and Development Act (WRDA) authorization for the Southwest Valley Flood Reduction project and \$4 million in funding for the Black Mesa project in the Rio Grande River Valley. The remaining \$5.4 million to complete the project was included in the FY 13 Corps Budget.
- *Title XVI Wastewater Reclamation*
The Water Utility Authority received \$1.8 million in June of 2013 in *WaterSMART* grant funding from the Bureau of Reclamation. This funding completes a \$20 million federal commitment to water recycling projects in Bernalillo County. This funding was made possible by MMO's work with the Congressional delegation to secure a 1996 Title XVI authorization.
- *Rail Runner Included in National Transit Database*
Beginning in 2015, the Rail Runner will receive an additional \$5 million annually in FTA formula funds as a result of MMO's work with the Mid Region Council of Governments (MRCOG), Rio Metro and the delegation. Through conversations MMO had with FTA, the Rail Runner's inclusion in the National Transit Database accelerated the Rail Runner's eligibility for funding.
- *\$5 million 2012 TIGER Grant*
MMO worked with Sandoval County officials to prepare, submit and secure a \$5 million 2012 Federal TIGER grant for the reconstruction of Torreon Road. Torreon Road serves the Navajo Nation area of Torreon, Ojo Encino, and Counselor Chapters. The corridor is crucial for bus transportation for moderate and low-income residents to and from work. MMO worked with the Congressional delegation and Federal Highway Administration and the Navajo Nation DC Office to build support for the County's grant.
- *North and South Valley Utility Project*
The project received \$24 million in earmarked funding from the EPA State and Tribal Assistance Grant (STAG) program. In 1998, MMO recommended to the New Mexico Congressional delegation authorization of an environmental infrastructure (EI) provision in the 1999 WRDA bill to provide an additional source of federal funding for water and wastewater projects in Bernalillo County. The 1999 WRDA bill authorized the *Central New Mexico* provision, often referred to as Section 593, for water supply, wastewater, storm water retention, conservation and environmental restoration purposes. The provision initially authorized \$25 million for projects. In FY '06, an additional \$25 million was authorized for the program. The funding has been used to build portions of the Valley Utilities Project, the Black Mesa pump station and the Southwest Valley Flood Control Project.
- *Energy Efficiency and Conservation Block Grant*
MMO worked closely with the U.S. Conference of Mayors and the House Urban Caucus and Senators Jeff Bingaman and Pete Domenici, the Chair and Ranking Member respectively of the Energy and Natural Resources Committee of the 110th Congress, to get the Energy

Efficiency and Conservation Block Grant (EECBG) program authorized (Public Law 110-140) (Section 541). EECBG program provides direct funding to counties and cities. MMO worked with Congress and local government groups to include \$3.2 billion for the EECBG program in the American Recovery and Reinvestment Act. As a result, Bernalillo County received \$459,500 in direct funding for energy efficiency improvements. Funding was distributed based on population.

- *Bernalillo County Highway Funding*

We worked with the New Mexico Congressional delegation to authorize over \$75 million in SAFETEA-LU for projects in Bernalillo County including: \$2.8 million for I-25 Tramway North, Bernalillo-Santa Fe Commuter Rail or Rail Runner. In addition, MMO was successful in helping secure \$7 million for Isleta Boulevard through the annual appropriations process and \$3 million for Edith Boulevard.

- *Justice Assistance*

MMO has worked with Bernalillo County officials to ensure funding is included in Appropriations bills for the Byrne Justice Assistance Grant (JAG) program. Bernalillo County receives direct funding through the JAG program and in FY 13 Bernalillo County received \$445,000 in JAG funding. The County and the City of Albuquerque receive the funding jointly, and it is divided between them.

- *Metropolitan Alcohol Treatment Services*

The Metropolitan Alcohol Treatment Services (MATS) has been a County federal funding priority for two years. The County was successful in obtaining \$720,000 for the program over two appropriations cycles (FY 08 and FY 09).

D. MMO's Ability to Organize Legislative Support

Local governments expect value for the money they invest in Washington representation. Government leaders have to demonstrate wise use of the taxpayer's dollar. Over the past two years, MMO clients have received a return on investment of \$125 in federal discretionary dollars for every local dollar invested in MMO's services.

Our representation of local governments falls primarily within six program areas: environment, economic/community development, public safety, social services, transportation and water resources. There are always challenges to finding the appropriate source of funding and most responsive solution to a program or regulatory issue. Sometimes finding a source of federal aid or answer to a program problem and regulatory issue can be straightforward, but many times it is more complex. The moratorium on earmarks has made it more difficult to address an issue with a few lines of legislative language that provides funding, regulatory relief and program flexibility to address a local priority.

MMO understands that in order for Bernalillo County to be competitive in today's economy it must work collaboratively across political boundaries, with local businesses, and local nonprofits to position the Bernalillo County metropolitan area to take advantage of economic development opportunities, and to ensure that its citizens receive their fair share of federal funding.

We know federal funding for local governments is critical to making many local projects viable. In most cases, local governments and agencies commit substantial funding to a priority project and the

public expects their successful completion. In many cases, federal money is needed to bridge the project-funding gap. County Commissioners and other public officials recognize that every source of funding should be sought, including federal dollars, in order for critical programs to come on line to address constituent needs. Our task is to find the federal resources to make the local programs successful. The MMO team has a thirty-year plus record of obtaining federal funds. Our long-term relationships with clients are proof of our effectiveness in Washington, knowledge of federal funding sources, and proven ability to work with elected officials and career professionals to deliver results.

One of the core elements of our Washington representation strategy is to incorporate the County's federal priorities into an annual work program. The federal work program lists the County's top projects and legislative priorities, provides relevant background to the project or issue, and identifies the specific federal action required by Congress and/or the Executive Branch to address the priority. The program sets forth MMO's work agenda for each week and month of the year. In the past several years as the demands for more transparency in Congress and federal agencies have increased, we have become responsible for ensuring that a local government's federal legislative requests meet all the requirements imposed by the always evolving Congressional ethics standards and Administration rules.

Examples of Our Approach to Organizing Legislative Support

Public Private Partnerships to Reduce Border Wait Times and Boost International Trade and Job Growth

MMO has been successful in working with clients and Congress to find untraditional sources of funding to address local problems. Two years ago, the City of El Paso directed MMO to work with Customs and Border Protection (CBP) and Congress to reduce border wait times at the El Paso regional ports of entry.

We reported back to the El Paso Mayor and Council in December 2011 that one of the top actions would be to provide Customs and Border Protection (CBP) the authority to partner with local governments to use local revenues to increase CBP services at land border ports of entry. We were aware that CBP's FY 2013 budget proposal included a provision for authorizing a reimbursable program. The proposal drew too much fire from Congress and airlines because the provision as included in the budget was too broadly drawn and allows foreign carriers and governments to become project sponsors.

We spoke with Airports Council International-NA (ACI-NA) and the American Association of Port Authorities (AAPA) about the City of El Paso's purpose in promoting a reimbursable program hoping to blunt the criticism of members of the two associations. ACI-NA voted to oppose the reimbursable provision. The top concern of airports was that CBP would use the provision to place more of the cost for inspection services on the airports by making them pay for CBP inspectors.

The Senate Subcommittee on Appropriations for Homeland Security took up the provision in the mark-up of the FY13 appropriations bill and deferred action on the provision until Subcommittee members could resolve their concerns about the language. We had been working with Senate authorizing and appropriations staff to determine if a compromise might be found that would allow for testing the reimbursable approach. We drafted language for a pilot project and discussed it with Senate staff. As the Senate Subcommittee worked with the full Appropriations Committee on the

FY 13 spending plan, the reimbursable program provision morphed into a pilot project for five sites and was included in the final FY 13 spending bill. The provision authorized five pilot projects in Section 560 of the Department of Defense, Military Construction and Veterans Affairs, and Full-Year Continuing Appropriations Act, 2013 (H.R.933).

CBP announced the Reimbursable Services Program on May 25 and instructed interested parties to submit a letter of intent by May 30 if interested in participating in the pilot program. The City of El Paso's was selected to be a pilot project on August 2, 2013.

Water Resources, Infrastructure and Sustainability

MMO worked with Bureau of Reclamation and Senate Energy and Natural Resources Committee staff to draft the Title XVI Wastewater Reclamation section of PL 102-575. Mr. O'Donnell secured the Title XVI authorizations for Phoenix, Albuquerque Bernalillo County Water Utility Authority, Oxnard and El Paso. MMO assisted these utilities obtain more than \$42 million in recycling funds.

Mr. O'Donnell worked with Senators Dianne Feinstein and Barbara Boxer and Congresswoman Lois Capps for four years to fund GREAT. In late 2008, Michael Connor, a former Energy and Natural Resources Committee staffer and current Commissioner of Reclamation, suggested that Mr. O'Donnell advise Oxnard's Congressional delegation to be ready to support GREAT for funding that might be available if a stimulus program was authorized. Because of the sustained efforts of the City of Oxnard and Mr. O'Donnell with the delegation and Bureau of Reclamation to fund GREAT, the program was positioned to receive \$20 million in stimulus funding in 2009. It was the largest competitive Title XVI ARRA grant awarded. The GREAT Title XVI authorization was included in the Omnibus Public Land Act of 2009 (P.L. 111-11).

The GREAT Program enables treated wastewater to be reused by the agricultural and landscape water users in the area. The regional desalination component – converted from an existing Bureau of Reclamation pilot-project water desalination facility – will serve ratepayers in Oxnard and its adjacent communities, guaranteeing sufficient water supplies for the area.

Federal Formula Equity

Four years ago, MMO was tasked by the City of Phoenix to develop a federal strategy to address disparities in federal formula programs like CDBG, Low Income Home Energy Assistance Program (LIHEAP) and Head Start. Our Fair Share strategy for Phoenix developed with the Mayor, City Council and the Office of Government Relations (OGR) guidance, included appropriations and authorization approaches.

MMO advised the City that using words like “formula reform” could trigger opposition from communities that see their funding threatened or lack of support or antipathy from leaders who believe formula change is tilting at windmills. Any successful effort to secure Phoenix's Fair Share of federal funding must start with a message that focuses on creating more equitable public policy and improving the effectiveness of federal programs so taxpayer dollars are targeted to cities with the greatest need.

In coordination with several city councilors, MMO undertook an aggressive Fair Share campaign with the Arizona delegation, key Committee Members and staff, Administration officials and national associations. As a result of the effort, MMO created the informal Arizona Cities Working

Group, which is a group of Arizona city lobbyists that meet on an ad hoc basis to discuss Fair Share issues.

In addition, MMO has organized a working group of Low Income Home Energy Assistance Program partners to press for equity in LIHEAP funding. This is an area where funding equity is achievable through an appropriations and authorization approach. Most recently, MMO worked with representatives from New Mexico, Florida, Texas, California, Washington and Oregon to discuss strategy for increasing LIHEAP funding for warm weather states. In our work, we have developed a strong partnership with the Southern Governors Association to educate Members of Congress from warm weather states.

As a result of our efforts, the City of Phoenix has quadrupled its share of LIHEAP funding, which has historically benefitted cold weather states. We continue to build a grassroots network of Fair Share proponents to lobby Congress and the Administration.

Salt River Environmental Restoration

Restoration of riparian habitat along the Salt River has been a high priority for the City of Phoenix. MMO worked with Phoenix on the three projects that comprise the restoration and enhancement of the Salt River within the City of Phoenix. The Rio Salado, Tres Rios and Rio Salado Oeste Projects are designed to address the environmental damage covering more than twenty miles within Phoenix and link with other flood control and river restoration projects in the metro area. The City initiated studies in 1993 with the U.S. Army Corps of Engineers (Corps) to restore the dry and environmentally damaged Salt River bed. The \$115 million Rio Salado project was opened to the public in 2005. FY 10 appropriations and American Recovery and Reinvestment Act (ARRA) funding continues to move the Tres Rios Project toward the final stage of completion and the Rio Salado Oeste Project is expected to enter the construction phase in 2012. To date, Tres Rios has received nearly \$95 million in federal funds and a little more than \$80 million in local support. Rio Salado Oeste is a \$165 million project and has received \$2.4 million in federal planning funds.

Under the leadership of Congressman Ed Pastor and support from the Arizona Congressional delegation, the Rio Salado Project federal funding was completed in 2008 with \$1.7 million. The federal share of the Rio Salado project was \$74,500,000. The close working relationship MMO developed with staff in the City Manager's Office, the Water Services Department and the Phoenix office of the Corps of Engineers helped resolve numerous management, budget and regulatory problems over the development and construction of the Rio Salado.

For three years, MMO worked with the Corps and Congressman Pastor to solve the 902 project authorization limit for the Tres Rios Project. The authorized project cost for Tres Rios in 2000 was \$99.3 million. MMO working with City staff was able to assist the Corps in raising the authorized project cost to \$190 million. Because of the time it has taken to move forward with construction as planned due to federal funding availability, the Corps has proposed increasing the project cost to \$230 million. This type of engagement with the Los Angeles District Corps office and other Corps District offices develops good working relationships and opens the door for exchanges of information about funding and project opportunities. MMO has similar relationships with officials from the Bureau of Reclamation, Federal Transit Administration, Federal Highway Administration, Federal Emergency Management Agency, COPS, U.S. Fire Administration, Environmental Protection Agency (EPA), U.S. Fish and Wildlife Service, U.S. Geological Survey and Federal Aviation Administration and Rural Development Service.

VI. Appendix

A. Moving Bernalillo County Forward

As we stated earlier, Washington representation has a what-have-you-done-for-me-lately dimension to it. The firm understands how essential it is to be looking forward, recognizing developing issues and preparing to assist the County achieve its federal legislative objectives in transportation, community/economic development, public safety, and water and environment.

Revising the County's Federal Program

Bernalillo County's federal program has been affected by three changes over the past four years: the moratorium on earmarking, make-up of the New Mexico Congressional delegation and the Budget Control Act of 2011(P.L. 112-25), which increased the debt ceiling and put in place a mandatory plan to cut \$1.2 trillion from the federal budget over ten years through sequestration.

House Republicans adopted a yearlong earmark moratorium in March 2010 and after the elections announced that the ban would continue for the 112th Congress. Senate Republicans followed suit right after the House's action and banned earmarks. The earmark ban continues in the 113th Congress. It was noted at the time Congress imposed the ban, earmarking accounted for less than one half of one percent of the federal budget, and its elimination was expected to have little impact on the budget deficit.

Before and since the earmark ban took effect, many lawmakers expressed reservations about turning over spending authority to the Executive Branch. In the past year, there have been grumblings in Congress and stories in the press about Congressional frustration at not having a hand in directing where federal funds are spent. The leadership of House and Senate infrastructure committees has commented about finding ways to authorize specific projects in their water and surface transportation bills. Appropriations committee members in the House and Senate have complained the past two years about the difficulty passing bills because projects, which attract member's interest and support, are not part of the process. The point is demonstrated by the House's recent inability to pass a farm bill and several FY14 appropriations bills.

While there are calls within Congress to reconsider the earmark moratorium, most likely there will not be a change in earmark policy while the margins between majority or minority party remain volatile. Although Members of Congress cannot request earmarks, Senators and Congressmen can influence the funding for specific program accounts. For example, a Senator or Congressman can work with appropriators, to get the highest level of spending for the Corps of Engineers construction or environmental infrastructure accounts, Federal Transit Administration (FTA) New Starts Capital Investment funding for Bus Rapid Transit (BRT) and Staffing for Adequate Fire and Emergency Response (SAFER) Grants. The more funding for a program, the more opportunity there is for Bernalillo County to obtain a grant.

The Congressional delegation also provides funding support for County grant requests by sending a delegation or individual support letters to a federal agency and, in some instances, follow up with a phone call to a federal agency in support of the County's application. MMO has provided the delegation with key federal agency contacts, important federal program background, project funding histories and relevant background information on County projects to help the delegation frame the most effective statement of support for a project.

In addition to appropriations committees increasing funding for certain program accounts, appropriators have been quietly including provisions in bills to take a more direct role in project funding. The past two years Energy and Water Development appropriations bills have directed the Corps of Engineers to develop criteria for studies (investigations) and construction projects and make recommendations to Congress for projects that should be funded according to the criteria. Funds have been set-aside the past two years in the Energy and Water Development bill for the recommended projects.

Congress has been taking similar action with authorizing legislation. The Water Resources Development Act (WRDA), a bill authorizing Corps projects, passed the Senate on May 15 and was sent to the House for consideration. The House is developing its own bill and might bring it to the floor in the fall. There have been discussions by House and Senate members about how specific project authorizations could be included in the next WRDA bill. A similar discussion is going on regarding reauthorization of Moving Ahead for Progress in the Twenty-First Century (MAP-21), the legislation authorizing highway and transit programs. It is important that Bernalillo County be aware of the discussions about including specific projects in authorizing or appropriations legislation because we do not know when Congress will pivot on the issue.

Whether a local government seeks grants or is once again able to take advantage of Congressionally directed funding, its federal program must be shaped around the current Washington realities to have a chance of success.

On Monday, July 15, MMO met with the Bernalillo County Manager and Deputy County Managers to discuss progress with the County's 2013 federal priorities and initiate discussion about the County's 2014 federal program. In the conversation, MMO noted that the County's federal priorities should include requests/issues that can be addressed within the context of the current Washington climate.

Based on our discussions with Commissioners and County Management during our mid-July visit, we propose Bernalillo County include projects in its 2014 program that can be addressed by existing sources of federal grant funds, legislative action and regulatory assistance. Possible projects and issues to consider are¹:

Transportation

Bus Rapid Transit (BRT) Central Avenue, UNM/CNM/Sunport and Paseo del Norte

MMO has worked with the Federal Transit Administration (FTA) and local project sponsors on New Starts capital investments in Phoenix, El Paso and Bernalillo County. Local governments in the El Paso and Albuquerque metropolitan areas are developing BRT-Small Starts projects. Bernalillo County's active support for deployment of the Central and University BRT Corridors should lead to scheduling a meeting with Federal Transit Administrator Peter Rogoff this fall to articulate Bernalillo County's support for the mobility, transit oriented development and employment benefits of the two projects.

County officials should meet with Washington based Congressional delegation staff to articulate Bernalillo County's specific interest in the BRT corridors. The mobility benefits of the intersecting

¹ Not listed in priority

corridors are of special interest to Bernalillo County because of the University of New Mexico Hospital's (UNMH) location on the University Corridor. The County's investment in UNMH is a major reason for its interest in BRT and transit oriented development created by the University Boulevard project.

Bernalillo County should follow the ridership discussions Rio Metro is having with FTA's Fort Worth office regarding the level of ridership the University Corridor must have to obtain a "medium" or "high" ranking by the agency. The level of ridership is one measure used in determining if a project qualifies for Small Starts funding.

The Congressional delegation should be briefed on the status and relationship of the metro BRT projects in the fourth quarter of 2013. The County should advise the Congressional delegation to support the highest level of FY 14 and future fiscal years for the New Starts program.

MAP-21

Congress approved a two-year surface transportation bill in July 2012 that expires on September 30, 2014. Congress will begin consideration of reauthorizing MAP-21 (P.L.112-141) next year, but will encounter a significant challenge in completing a bill because of the revenues needed to support a longer-term bill. Regardless of the revenue challenges, Bernalillo County should develop a list of MAP-21 improvements that address specific infrastructure, technology and regulatory advancements that benefit the County's surface transportation programs. Over the next five months, the County should develop a specific list of projects or improvements, consult with the Mid Region Council of Governments (MRCOG) to determine the regional interest in similar improvements and develop specific proposals to discuss with the Congressional delegation for consideration in the MAP-21 reauthorization. The County should consider recommendations that fit within existing MAP-21 program categories: Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Highway Safety Improvement Program (HSIP) and Metropolitan Planning.

Regional priorities appeal to the delegation because of the benefits to multiple parties. The County and MRCOG should meet with Senator Tom Udall, a member of the Senate committee that writes the highway portion of the surface transportation bill, before the end of the year to discuss surface transportation priorities for the Bernalillo County/Albuquerque metropolitan area.

MMO will meet with Senator Udall's senior legislative staffer responsible for surface transportation issues in the fall to discuss the Environment and Public Work Committee's MAP-21 reauthorization schedule and specific issues Senator Udall plans to consider as part of the Committee's work for 2014. We should coordinate the County's reauthorization message with Senator Udall's state office representative and his Washington legislative staff.

Public Safety

Bernalillo County Firefighter Assistance

Congress appropriates federal funding for Firefighter Assistance Grants, which provide funding to local fire departments for hiring personnel, equipment and training, annually through the appropriations process. In FY 13, Congress provided \$675 million for Firefighter Assistance grants. MMO recommends that the County indicate its support for continued funding for these programs by including the request in its annual program and through formal correspondence with the

County's Congressional delegation during the appropriations process. Funding these programs at the highest levels will ensure that the County has an opportunity to compete for this funding.

We are currently working with County staff on the FY 13 Staffing for Adequate Fire and Emergency Response (SAFER) grant, which provides federal funding for hiring/rehiring firefighters. In the next month, FEMA will also announce funding for the Assistance to Firefighters Grant (AFG) program, which helps fire departments obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards. MMO provides technical assistance and works with the regional and federal contacts at FEMA to ensure that grant applications are written according to federal interests and guidelines.

Reducing Recidivism

The federal government's involvement in offender reentry programs typically occurs through grant funding from the Departments of Justice, Labor, Health and Human Services and Education. On April 9, 2008, the Second Chance Act (Public Law 110-199) was signed into law. The act expanded reentry programs at the Department of Justice and created an array of pilot programs. Over the past five years Congress has appropriated over \$200 million for Second Chance Act projects. The County should provide the delegation with a description of the financial and social costs of recidivism and request that the delegation support programs like the Second Chance Act in the FY 15 appropriations process. County officials and staff should meet with the Department of Justice to explore future partnership and funding opportunities.

The County should also explore funding to meet the mental health and behavioral issues of incarcerated and detained individuals housed in County facilities. As the primary health care provider for these individuals, the County should partner with State and Federal agencies to ensure that the County is taking advantage of all programs that provide additional assistance and resources to offset County recidivism costs.

Interoperability Communications

County Commissioners are committed to building a 21st century communications network. The County should include a specific description of the initiative in its federal program and request that the delegation support the highest level of funding for FEMA's Homeland Security Grant Program, which is comprised of three interconnected grant programs: State Homeland Security Grant Program (SHSGP), Urban Area Security Initiative and Operation Stonegarden. The SHSGP provides funding to the State of New Mexico with an 80% local government sub-allocation requirement. SHSGP funding is a possible source of interoperability funding.

Economic/Community Development

Protecting Bernalillo County Economic Development Tax Credits and Policies

On June 27th, Senator Max Baucus (D-MT), Chairman of the Senate Finance Committee and Senator Orin Hatch (R-UT), Ranking Member announced their "blank-slate" approach as a legislative starting point for tax reform.

This means that tax credits and policy like: municipal bonds exemption, low income housing tax credit, and new market tax credits will be added only if they meet the following general principles: (1) help grow the economy, (2) make the tax code fairer, or (3) effectively promote other important policy objectives. If proposals do not meet the criteria they will not be added.

Enacting a tax reform bill in the current climate appears to be a task that will be carried over into next year or possibly the next Congress. There are a number of critical tax provisions that will expire at the end of this year, which could provide enough incentive for Congress to act on tax reform before the end of the 113th Congress.

The County, with MMO's assistance, sent letters to Senators Udall and Heinrich highlighting the importance of four federal tax credits/policies (tax exemption of municipal bonds, New Market Tax Credit Program, Low Income Housing Tax Credits and Historical Preservation Credits) that are critical to the County's economic development efforts. Over the past five years, these credits have resulted in the creation of 93 new jobs, 785 construction jobs and approximately \$65 million in new private sector investment. MMO recommends that the County include these tax programs/policies in its 2014 federal program and request that the delegation support their inclusion in a future tax reform proposal.

Community Development Block Grant (CDBG) Eligibility

Under current law, qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities) are entitled to receive annual CDBG grants. As a result, Bernalillo County, while its total population is in excess of 600,000, does not qualify as an entitlement community. MMO will work with County staff and HUD to explore options to provide direct CDBG funding to Bernalillo County. This is a long-term goal and will require a sustained legislative effort.

Promoting Tourism and Trade in Bernalillo County

President Obama signed the Travel Promotion Act (TPA) into law on March 4, 2010. In 2011, MMO began working with the BRAND USA, which was established by the Travel Promotion Act to spearhead the nation's first global marketing effort to promote the United States as a premier travel destination and to communicate U.S. entry/exit policies and procedures to worldwide travelers, to explore opportunities for promoting Bernalillo County/Albuquerque as a premier travel destination.

In July, the Public Affairs Director for the BRAND USA contacted MMO to discuss outreach efforts with local communities. MMO recommended that he travel to Bernalillo County to participate in a roundtable discussion with travel industry stakeholders, including County Management. MMO will continue to identify opportunities to promote the County as a travel and business destination.

MMO will also work with County partners to identify federal resources and programs that will expand economic development in the County. For example, the US Customs and Immigration Services administers the Immigrant Investor Program, also known as "EB-5," created by Congress in 1990 to stimulate the U.S. economy through job creation and capital investment by foreign investors. The program's authorization has been extended on a short-term basis. A provision to permanently extend the program was included in the Senate Immigration Reform proposal but is in limbo until the House of Representatives acts on the bill.

Environment/Water Resources

Bernalillo County has three outstanding funding issues in this area and all are directly related to the U.S. Army Corps of Engineers. The issues are reimbursement for funding the County advanced to the Corps for construction of the North and South Valley Utilities Project, \$5.4 million in final Corps funding to complete the South Valley Flood Reduction Project and additional environmental infrastructure (EI) spending authority to address the North Edith Utility Improvements project.

Southwest Valley Flood Reduction

A feasibility study for the flood control project was approved in the 1999 Water Resources Development Act (WRDA). The project was authorized in WRDA 2007 for \$29 million of which \$16.5 million was the federal share. To date the Corps has provided all but \$5.4 million of its share of the project.

The County is working with the Albuquerque District of the Corp of Engineers to include the final funding in the District's 2014 work program. In the County's 2014 federal program, final project funding should be included along with a recommendation that the Congressional delegation work with House and Senate appropriations committees to ensure the project receives priority consideration for funds made available to the Corps to address priority projects. When Bernalillo County officials meet with the Congressional delegation in the fall, they should point out the importance of completing the project in the FY 14 budget cycle. The County should ask the delegation to request the Corps to fund the project as part of the agency's FY 14 work program.

Environmental Infrastructure, Section 593 Reimbursement

The 1999 WRDA bill authorized Section 593, *Central New Mexico* to provide \$25 million in environmental infrastructure projects in the three counties of Bernalillo, Sandoval and Valencia. The FY 06 Energy and Water Development appropriations bill added \$25 million more to the provision. Currently all of the funds have been spent or obligated to projects. Without earmarking, there is no way to add more spending authority for the provision. Members of Congress add environmental infrastructure (EI) like Section 593 to WRDA legislation to benefit their district or state. Since the projects are not budgeted for by the Administration there is no way to fund them without earmarking, which means under current circumstances no money is provided for EI projects.

Over the past two years, Corps and Appropriations staff indicated funding for EI projects have received some money. Bernalillo County should work with Senator Tom Udall, a member of the Appropriations Committee, to reimburse the County for \$3.9 million in funding advanced to the Corps to construct the North and South Valley Utility Project.

North Edith Utility Improvements Project

The project includes the assessment, design and construction of a sewer system servicing a neighborhood in the North Valley of Albuquerque, NM. The project is designed to protect and improve groundwater quality in the region through decommissioning private residential sewer septic systems in the neighborhood. The project will enhance existing residential roads, improve neighborhood access and improve long-term operations and maintenance for these facilities.

This project would qualify for environmental infrastructure (EI) funding through the Section 593. The federal funding challenges for the North Edith Utility Improvements are the backlog of

qualified projects eligible for Section 593 funding and the earmark moratorium. At present there is no viable funding mechanism for the project. The County should determine the projects priority in the context of 2014 federal program and work with the Congressional delegation to establish additional authority for environmental infrastructure projects in pending WRDA legislation.

Carnuel Mutual Domestic Water and Wastewater Consumers Association Water and Wastewater

Bernalillo County, the ABCWUA (Water Authority) and Carnuel Domestic have worked with the Rural Utility Service (RUS) of the Department of Agriculture for three years to explore the use of the RUS grant and loan program for assistance to Carnuel to build the necessary infrastructure to provide safe drinking water and wastewater treatment connections to the Water Authority's system.

MMO worked with Commissioner Johnson and the Water Authority to determine with RUS if agency funds could be used for the Carnuel project. MMO wrote an amendment to provide RUS more program flexibility to make grants to communities like Carnuel to work with metropolitan water utilities. Our latest effort was to work with Congresswoman Michelle Lujan Grisham to include an amendment to the Farm bill to give RUS more flexibility in working with communities like Carnuel that are adjacent to service areas of municipal water utilities. The House Agricultural Committee Chair and Ranking Member opposed the amendment because committee staff advised that RUS has the authority to be flexible in the amount of grant funding it can provide to an applicant for RUS assistance.

Congresswoman Lujan Grisham is continuing to look for a solution to the funding impasse. Her legislative Director is meeting with the RUS Director during the August Congressional recess to discuss funding options. Continued work with RUS appears to be the best and only option for further work on this issue.

This final section proposes options for Bernalillo County to Move Forward. MMO will continue to put Bernalillo County at the forefront of the action to benefit from our knowledge of Washington and the opportunities for the County to use private and public resources. We are eager to continue to be part of Bernalillo County's Move Forward.

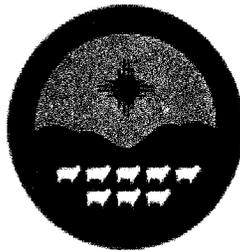
B. References

1. Mr. Ed Zuercher, Assistant City Manager
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602.262.6941
Ed.zuercher@phoenix.gov
2. Ms. Joyce Wilson, City Manager
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3. Ms. Karen Burnham, Interim City Manager
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4. Mr. Bob White, former City Attorney
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Murray, Montgomery & O'Donnell

Proposal to

Bernalillo County, New Mexico



In Response to RFP # 06-14-NL
Binder 2

Federal Lobbyist Services

September 6, 2013

Submitted By
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I. Complete Cost Response

MMO has provided full service Washington Representation for its clients for over 30 years based on an annual retainer fee.

To comply with the requirements of RFP# 06-14-NL and to meet the scope of work proposed by Bernalillo County, we propose a yearly (12 months) retainer of \$85,800 (hourly rate of \$160). This amounts to a monthly retainer fee of \$7,150.

It is MMO's policy to devote whatever time is required to accomplish the client's objectives at no additional hourly cost. This retainer fee is inclusive of all costs associated with providing federal lobbying services for Bernalillo County.

II. Offeror's Additional Terms and Conditions

As indicated in our "Submittal Letter Form", MMO accepts the "Conditions Governing the Procurement" and is not proposing any additional terms and conditions.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any:

Bernalillo County Board of County Commissioners:

Maggie Hart Stebbins, Chair
Debbie O’Malley, Vice Chair
Art De La Cruz, Member
Lonnie C. Talbert, Member
Wayne A. Johnson, Member

Elected Public Officials:

Tanya R. Giddings, Assessor
Maggie Toulouse Oliver, County Clerk
Willow Misty Parks, Probate Judge
Dan M. Houston, Sheriff
Manny Ortiz, Treasurer

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name of Company (Prospective Contractor) _____

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Name of Company: HROD, Inc dba MMD
Signature: [Handwritten Signature] Date: Oct. 11, 2013
Title (Position): _____

