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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 15th 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 Shoats & Weaks, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for County Lobbyist, RFP No. 05-14-NL, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated August 28, 2013, in response to RFP No. 05-14-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 County Lobbyist Services to Bernalillo County.

2. Term

This Agreement shall become effective as of November 1, 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

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.

The official address of the Contractor is:
Shoats & Weaks, Inc.
P.O. Box 10461
Albuquerque, NM 87184-0461

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 \$80,000.00 for all services rendered, listed in Exhibit B, attached hereto, to be pro-rated the first year from November 1, 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
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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 8 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:

Deputy [Signature]
County Attorney

Date: 9-30-13

ATTEST:

Maggie Toulouse Oliver
Maggie Toulouse Oliver, County Clerk

Date: 10/8/13

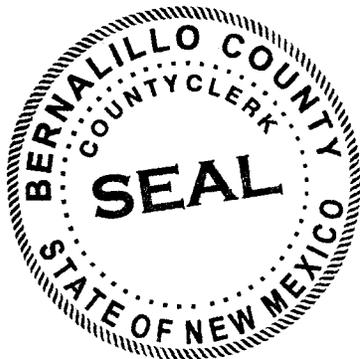
CONTRACTOR:

see attached
By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number



SIGNATURE PAGE

Motion to approve _____ this 8 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 Johnson
Wayne Johnson, Member

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

Date: 9-30-13

ATTEST:

Maggie Toulouse Oliver
Maggie Toulouse Oliver, County Clerk

Date: 10/18/13

CONTRACTOR:

By: [Signature]

Date: 10/15/13

02-231242-000
New Mexico Gross Receipts Tax Number

85-0407003
Federal Tax Identification Number



EXHIBIT A

Bernalillo County

Request for Proposal #05-14-NL

County Lobbyist Services



Non Mandatory Pre-proposal Conference: August 12, 2013, 11:00 am (local time)

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

Proposal Due: August 28, 2013 3:00 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**

TABLE OF CONTENTS**PAGE**

I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	3
B. SUMMARY SCOPE OF WORK	3
C. PROCUREMENT MANAGER	3
D. DEFINITION OF TERMINOLOGY	3-4
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	5
B. EXPLANATION OF EVENTS	5-6
C. EVALUATION PROCESS	6-7
D. GENERAL REQUIREMENTS	7-9
III. RESPONSE FORMAT AND ORGANIZATION	
A. NUMBER OF RESPONSES	10
B. NUMBER OF COPIES	10
C. PROPOSAL FORMAT	10
D. PROPOSAL ORGANIZATION	10-11
IV. SCOPE OF WORK	12
V. EVALUATION CRITERIA	12-13
VI. PROPOSED DRAFT AGREEMENT	14-20
APPENDIX A - SUBMITTAL LETTER FORM	21
APPENDIX B - RANKING INFORMATION	22
APPENDIX C - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	23-25
APPENDIX D - RESIDENT VETERANS PREFERENCE CERTIFICATION	26
(ONLY APPLICABLE IF SUBMITTING A RESIDENT VETERANS PREFERENCE CERTIFICATE	

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 County Lobbyists to provide County 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 County Lobbyist Services to promote Bernalillo County's legislative priorities and to represent the County at the New Mexico State Legislature. All potential Offerors are encouraged to read this Request for Proposal carefully, particularly the mandatory requirements.

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.

"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.

"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 12, 2013
3.	Deadline to Submit Questions. due 10:00 a.m.	Potential Offeror	August 16, 2013
4.	Response to Written Questions/RFP	Purchasing Dept., /Selection Committee	August 22, 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 12, 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 16, 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 3:00 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 #05-14-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 V 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 V 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 receive 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 V.
13. Standard Agreement – A draft copy of the proposed Agreement to be entered into is included in Section VI. 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 twenty-five (25) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the twenty-five (25) 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 25 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 twenty-five (25) 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

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

1. Represent Bernalillo County and advocate its legislative goals at the New Mexico State Legislature during regular and special sessions, as well as interim committees, when issues affecting the County are discussed.
2. Meet with the Bernalillo County Legislative Committee to assist in developing the County's legislative priorities, and attend meetings with the Board of County Commissioners to establish the County's legislative agenda.
3. Recommend and obtain sponsors and co-sponsors for the County's legislative bills, as well as obtain the support of key legislators or legislative leadership to enhance the County's ability to pass its legislation.
4. Coordinate with other lobbyists, the New Mexico Association of Counties, the New Mexico Municipal League, other communities or groups, and any other agency or organization as necessary to promote and advance the County's legislative program.
5. Personally attend, and coordinate staff/expert witness attendance at, legislative sessions, as well as interim committee meetings where issues affecting the County are discussed.
6. Be available to the Bernalillo County Manager at all times.
7. Periodically brief the Board of County Commissioners in person on legislative activities.
8. Provide, at a minimum on a quarterly basis, written reports to the County Manager indicating progress towards the attainment of each legislative goal and other legislative matters impacting Bernalillo County activities.
9. Provide written end-of-session reports as soon as practicable to the Board of County Commissioners and the County Manager providing final status of the legislative session, highlighting all legislation impacting the County, strategizing for the next legislative session; and, formally present the report to the Board of County Commissioners at a regular Administrative Meeting within two (2) months of the end of the legislative session.
10. 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.
11. The County reserves the right to add or delete services as required.

B. 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.

V. 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 120 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
1. Resident of Bernalillo County	5 Points
2. Demonstrated experience in marketing ideas and goals on behalf of an organization.	25 Points
3. Demonstrated familiarity with the political process in the State of New Mexico, both at the County and State levels	25 Points
4. Demonstrated ability to organize legislative support.	25 Points
5. Provide three (3) References similar in scope as outlined in this RFP with contact name, address, phone number. Describe in detail the work performed and the date(s).	20 Points
6. Proposed Cost (Binder #2)	20 Points
TOTAL POSSIBLE POINTS	120 Points

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (120)} = \text{Cost Score of this Offeror}$$

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 VI
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 County 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# 05-14-NL

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

--

Mailing Address:

--

Who can contractually obligate?

Name/Title:	E-mail:	Phone:

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:

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.

Proposal Submittal (40%)		Interview (60%)	Final Ranking
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.

Scoring	Numerical Ranking
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.

“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: _____

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. "

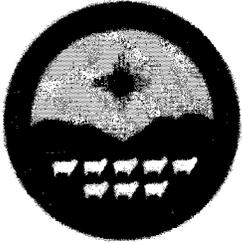
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(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.berneo.gov/purchasing/

DATE: August 22, 2013

TO: ALL PROSPECTIVE OFFERORS

FROM: Purchasing Department
Prepared by Natara Landrau, Senior Buyer

RE: Addendum #1 – RFP #05-14-NL
County Lobbyist Services

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

This Addendum #1 to Request for Proposal RFP #05-14-NL, is issued by Bernalillo County Purchasing Department. The Addendum contains non-mandatory pre-proposal meeting minutes, written questions received by 10:00 a.m. August 16, 2013, responses to written questions and changes/revisions made to the original Request for Proposal. If any discrepancy exists from responses given at the pre-proposal meeting and this Addendum, responses contained herein shall govern. **All respondents to this RFP must acknowledge all Addenda in Binder #1, Submittal Letter Form, Appendix A.**

The non-mandatory pre-proposal meeting (August 12, 2013) opened with welcoming remarks from the Senior Buyer who then proceeded to review the submittal/procurement process with specific reference to the following pages / sections of the RFP.

- Page 3 Purpose of this Request for Proposal. General discussion and review of this section.
Summary Scope of Work. General discussion and review of this section.
Procurement Manager Contact. General review.
- Pages 3-4 Definition of Terminology. General discussion regarding the following definitions:
Addendum, Mandatory, Resident Business, Resident Veteran Business.
- Page 5 Sequence of Events. General discussion regarding Deadline to Submit Questions, Response to Written Questions and Submission of Proposal.
Explanation of Events. 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.**
- Attendance at the non-mandatory conference is not a prerequisite for submission of a proposal.
- Page 6 Submission of Proposal. Reviewed this section in detail.
Selection Process. General review and discussion of this section.
Status Notification of Finalists/Non-Finalists. General review of this section.
Best and Final Offers from Finalist(s). General review of this section.
Interviews with Finalists. General review and discussion of this section.
- Page 7 Negotiations. General review and discussion of this section.
Application of Preferences. General review and discussion of this section.
Resident Business Preference. General review and discussion of this section.
Resident Veteran Business Preference. General review and discussion of this section.

- Page 8 Confidentiality/Public Records. General review and discussion of this section.
Standard Agreement – General review and discussion fo this section.
- Page 10-11 B. Number of Copies. Reviewed and discussed this section
C. Proposal Format – General review of this section.
D. Proposal Organization. General review and discussion of this section with an emphasis on the Submittal Letter Form, Campaign Contribution Form.
- Page 12-13 IV. Scope of Work and General Requirements. Reviewed in detail.
Evaluation Criteria – Reviewed in detail.
- Page 21 Appendix A – Submittal Letter Form. General review.
- Page 23-25 Appendix C – Campaign Contribution Form. General review.
- Page 26 Appendix D – Resident Veterans Preference Certification. General review.

Questions and Responses

1. Page 7, 6. Please define “reimbursable expenses” under this contract.
Response: Page 7, 6. Negotiations. Delete second sentence and replace with: “Actual fees shall be negotiated based upon specific services and specific successful Offeror requirements.”
2. Page 9, 20. Please confirm that the Agreements Terms will be changed from two (2) years and eight (8) months to three (3) years and eight (8) months.
Response: Please refer to #4 and #7 below under Changes / Revisions.
3. Page 13, E. Please clarify how “Resident Preference Points” will be calculated.
Response: Please refer to Page 13. E. Application of Preferences (Point-Based) for how points will be calculated.

Changes/Revisions

4. 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.
5. 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.
6. Page 13 Page 13, C. Evaluation Criteria: Delete and replace formula shown below Evaluation Criteria Table with:
$$\frac{\text{Cost of Lowest Offeror} \times \text{Maximum Cost Score (20)}}{\text{Cost of this Offeror}} = \text{Cost Score of this Offeror}$$
7. Page 14 Section VI. 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 #05-14-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 #05-14-NL

PROPOSAL

for

**Bernalillo County
RFP# 05-14-NL**

**COUNTY LOBBYIST
Binder #1**

Response Submitted

by

**Shoats & Weaks, Inc.
P. O. Box 10461
Albuquerque, NM 87184-0461
(505) 890-0306**

Submitted to:

**Natara Landrau, Senior Buyer
Bernalillo County Purchasing Department
One Civic Plaza NW, 10th Floor Room 10010
Albuquerque, NM 87102**

Proposal Receipt Deadline

3:00 PM August 28, 2013

Table of Contents

Submittal Letter	1
Campaign Contribution Disclosure Forms	3
Summary of Proposal	7
Response to Proposal Requirements Experience	8
Response to Proposal Requirement Scope of Work	13
References.....	17
Certificate of Insurance.....	18

**APPENDIX A
SUBMITTAL LETTER FORM**

RFP# 05-14-NL

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

Shoats and Weaks, Inc

Mailing Address:

P.O. Box 10461 Albuquerque, NM 87184-0461 Physical Address 9631 4th Street NW ALbuquerque, NM 87114

Who can contractually obligate?

Name/Title: Marla Shoats, Vice President Dan Weaks, President	E-mail: marlashoats@comcast.net danweaks@comcast.net	Phone: 505-453-7443 505-453-5704
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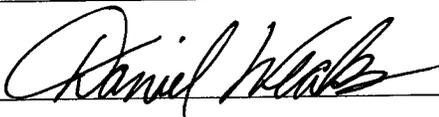
Contact for Inquiries/Clarifications/Negotiations

Inquiries/Clarifications Name/Title: Marla Shoats, Vice President Dan Weaks, President	E-mail: marlashoats@comcast.net danweaks@comcast.net	Phone: 505-453-1443 505-453-5704
Contact for Negotiations Name/Title: Marla Shoats, Vice President Dan Weaks, President	E-mail: marlashoats@comcast.net danweaks@comcast.net	Phone: 505-453-7443 505-453-5704

Addendum Acknowledgment:

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

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: 8/27/13
---	---------------

August 27, 2013

Purchasing Department
Albuquerque/Bernalillo County Government Center
One Civic Plaza NW
10th Floor, Room 10010
Albuquerque, NM 87102

RE: RFP #05-14-NL

To Whom It May Concern:

Shoats & Weaks, Inc. is a government and public relations company located at 9631 4th St. NW, Albuquerque, NM. The company's mailing address is Shoats & Weaks, Inc., P. O. Box 10461, Albuquerque, NM 87184-0461.

The corporate officers are Dan Weaks, President, and Marla Shoats, Vice President. For the purposes of this RFP, both individuals are authorized to contractually obligate Shoats & Weaks, Inc. Should clarification questions arise, they may be reached at any time as follows:

Dan Weaks
danweaks@comcast.net
505-453-5704

Marla Shoats
marlashoats@comcast.net
505-453-7443

This letter serves as acceptance of the Conditions Governing the Procurement stated in Section II of RFP #09-12-NL, as well as certification that Shoats & Weaks, Inc. comply and act in accordance with Federal Executive Orders relating to the enforcement of civil rights as well as New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights. Furthermore, Shoats & Weaks, Inc. complies and acts in accordance with Federal Code, 5 USCA 7201 et. seq.; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; and Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

We look forward to the opportunity to continue working with Bernalillo County. Shoats and Weaks Inc. is uniquely qualified and has proven to be capable of successfully providing Bernalillo County with value in professional lobbying, and the government relations services needed to address the County's ongoing initiatives.


Dan Weaks
President
Shoats & Weaks, Inc.


Marla Shoats
Vice-President
Shoats & Weaks, Inc.

“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.

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

Bernalillo County Board of County Commissioners:

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- 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)	<u>Shoats & Weaks, Inc.</u>
Contribution Made By:	<u>Shoats & Weaks, Inc</u>
Relation to Prospective Contractor:	_____
Name of Applicable Public Official	<u>Art De La Cruz</u>
Date Contribution(s) Made:	<u>5/24/2012</u>
Amount(s) of Contribution(s)	<u>\$1,000.00</u>
Nature of Contribution(s)	<u>Check</u>
Purpose of Contribution(s)	<u>Campaign Contribution</u>

(Attach extra pages if necessary)

Wan Weaks 8-27-13
 Signature Date
President
 Title (position)

Summary of Proposal:

This proposal includes a summary of the relevant experience of the Shoats and Weaks government relations firm along with a listing of previous accomplishments of the firm while engaged by Bernalillo County as lobbyists for the past fourteen years.

There is a response to every item listed in the scope of services along with detailed steps and actions required to accomplish the items in the scope of work.

Shoats and Weaks have a long established and sustained working relationship with Bernalillo County's elected officials and staff. Major accomplishments have been achieved relative to Bernalillo County insofar as legislative support is concerned.

Milestones include:

- Bringing more autonomy to county government through the statutory power to issue industrial revenue bonds county wide.
- Removing the onerous extraterritorial zoning provisions in state law that impeded county land use authority and subservience to municipal annexation.
- Taking back funds derived from court imposed criminal and civil penalties to support corrections operations.
- Facilitating partnerships with not for profit entities for vital social and healthcare services.
- Creating and funding the County Corrections Facility Reimbursement Act.
- Providing several new local option gross receipts tax increments for corrections, healthcare, emergency services and general operating purposes.
- Creation of the Albuquerque Bernalillo County Water Utility Authority allowing county government to participate and govern water issues and funding.

To highlight Shoats and Weaks prospective and shared vision with Bernalillo County leadership, issues to be focused on in terms of legislative initiatives include:

- A continued and concerted effort to address corrections issues to avoid overcrowding and provide a more comprehensive and cooperative approach to the criminal justice system at the county and state level. The basis for this effort is in place as a result of county leadership and legislation authorizing and directing a formal commission to develop policies.
- Promote greater county self- governance and efficiencies by providing for statutory exclusions from state laws that impede local autonomy.
- Enhance the capital outlay and ICIP process to assure efficient and coordinated appropriations requests.
- Seek legislation that will assist the county in economic development and job creation.

RESPONSE TO PROPOSAL REQUIREMENTS EXPERIENCE

Shoats and Weaks Inc. is a government relations company that has specialized in legislative and regulatory lobbying since 1990. The principals, Marla Shoats and Dan Weaks, share 35 years experience in state and local government policy development and administration. Mr. Weaks has held several positions in state and local government prior to lobbying, including Assistant Manager Dade County Metro, Florida (federated municipal/county government), Deputy Chief Administrative Officer City of Albuquerque, Chief of Staff Appropriations and Finance Committee NM House of Representatives, Deputy Director NM State Department of Finance and Administration, Legislative Liaison NM Office of the Governor. Ms. Shoats has served as Analyst to the Speaker of the House NM State Legislature and Assistant to the Deputy Chief Administrative Officer City of Albuquerque. Jason Weaks, Esq., will be available to provide legal services and bill drafting on this contract. Jason Weaks has experience in state and federal government having worked for the NM Legislative Finance Committee and the Federal Health and Human Services Department in Washington, D.C., and was a key contributor in the County's jail reform efforts since 2011.

Shoats and Weaks Inc., has over the years represented many state and local governmental entities as well as numerous private businesses and non-profit organizations before the legislature, executive branch and local government entities. Shoats and Weaks Inc., also has substantial experience in the state regulatory process having successfully advocated on several regulatory issues for pollution control facilities, environmental remediation, financial services, healthcare, insurance, licensing and local government.

Examples of work performed by Shoats and Weaks Inc., for Bernalillo County include cumulative capital outlay project funding since 1999 of **over \$1.5 billion dollars**. Major projects include North Valley Little League, Alameda Little League, Paradise Hills Little League, Sedillo Ridge timber thinning, swimming pools, Valle de Oro Refuge, substance abuse recovery facilities and other special projects. Eubank Boulevard, the Fisher & Smith Memorial Gymnasium, Schott Solar, Fidelity Investments, Valley Sewer and Water Extension projects, Isleta, South Coors, North Albuquerque Acres, GRIP 2 transportation projects, and numerous other road improvement and construction projects, healthcare facilities including the South Valley Health Commons, several parks and recreational facilities, multi-purpose and community centers, In addition, Shoats & Weaks Inc. has been successful in working with the County and its delegation to retain capital outlay funding through reauthorizations.

Shoats and Weaks Inc. engages in numerous ongoing efforts on behalf of Bernalillo County throughout the year to formulate policy and determine strategies to affect positive outcomes. An example is one of the County's top legislative priorities, jail reform. In order to continue the success of recent legislative sessions which includes in part: enhancement of the Local Government Corrections Fund, efficiency in jail cell inspection, and establishment of a taskforce to review and assess overcrowding and sentencing guidelines, Shoats and Weaks Inc. has facilitated and participated in several meetings including legislators and stakeholders to develop strategies to reform the criminal justice system. Those stakeholders have included Metro and District Court, the NM Supreme Court, the District Attorney's Office, the Public Defender's Office, the Criminal Defense Bar, the Association of Counties, the City of Albuquerque, Bernalillo County, the NM Sentencing Commission, and the NM Department of Corrections. Stakeholder meetings will continue through the end of the year with County involvement; HB608 was enacted in the 20103 session and establishes a formal commission to continue to develop strategies relative to improving the corrections and judicial process.

A representation of substantive legislation that has been enacted on behalf of Bernalillo County with facilitation from Shoats and Weaks is listed below.

- Allowing the County Treasurer to correct the tax rolls with the removal of uncollectable personal property taxes.
- Establishment of a county Governance Task Force to analyze county government structure and authority in preparation for County Home Rule Initiatives.
- Allow partial payments of property tax.
- Memorial promoting purchase of local products
- Inclusion of local option gross receipts tax increments off-set reductions to the hold harmless food and medical Gross Receipts Tax exemptions.
- Single factor Corporate tax calculations to promote economic development.
- Increasing municipal incorporation requirements.
- Providing that the Local Government Corrections Fund be distributed only to counties.
- Repeal of the statute dating from 1865 requiring governing bodies of the County to inspect jails under their jurisdiction at least twice a year and report to the local district court.
- Expansion of the uses of Fire Funds by the County to support EMS functions
- Establishment of a task force by the Administrative Office of the Courts to conduct a study to increase efficiency and reduce the burden on county facilities of housing arrestees held on felony charges or for violation of parole and probation.
- Notification of industrial revenue bond (IRB) issuance to all property taxing entities within the county, rather than only to the largest municipality.
- Removal of state oversight of construction inspection performed by local government programs.
- Amendment and clarification of the Governmental Conduct Act.
- Implementation of the Behavioral Health Purchasing Pilot Project.
- Regional and local public water utility authorities created by statute, and land grant-merced controlled and governed entities, added to the definition of political subdivisions, expanding the eligibility for qualifying entities to seek financial assistance from the Water Trust Board.
- Authorization of the transfer from the state of the former Metro Court building to the County
- Providing the County with the authority to impose a local option capital outlay gross receipts tax in increments of 1/16th percent, not to exceed 1/4th percent.
- Provides that municipal and county franchises, and other agreements with public utilities on access to public rights of way, that were in effect as of January 1, 2010, are valid and enforceable agreements.
- Authorizing the extension by action of the county commission the imposition of the additional one-sixteenth percent county health care gross receipts tax beyond its June 30, 2009 expiration.

- Providing an exemption to the Procurement Code for contracts for the use of county buildings entered into by a county commission for the benefit of nonprofit organizations which have demonstrated a consistent history of service to sick and indigent persons in the county.
- Providing the County Zoning with the authority to approve special exceptions during the appeals process.
- Establishment of a statewide study to examine alternative adjudicative procedures for traffic offences.
- Providing the County with authority to offer property owners the option of monthly prepayments of property taxes.
- Direction to the Interim Courts, Corrections, and Justice Committee study current law relating to jail operations in recognition of the lack of statutory authority provided to county governments to effectively manage county jail populations.
- Restoration of the exemption from the Federal Fair Labor Standards Act in the State Minimum Wage Act, providing public employers with the ability to offer employees flexible scheduling and compensatory time payments rather than cash for working overtime.
- Creation of County Detention Facility Reimbursement Act.
- Increased funding to the Local DWI Grant Fund.
- Defeat of the repeal of the Albuquerque Bernalillo Water Authority.
- Increases in state corrections reimbursements for housing state probation violators and parolees.
- Raise small purchases procurement limits.
- Appropriations for various economic development projects infrastructure.
- Providing the County with new local option taxes for general support and special programs.
- Providing improvements to the subdivision approval authority for the County.
- Increased distribution from the Fire Protection Fund to counties.
- Increase of the existing cap on salaries for county elected officials by 15 per cent in 2006, increase of Class A county commissioner salaries to a maximum of \$24,712 each in 2002.
- Repeal of Municipal Extraterritorial Zoning Authority in Class A Counties over 300,000 population.
- Authorization of a new general purpose 1/16th of gross receipts tax, providing counties with 7 1/16th% of general purpose gross receipts tax available.
- Standardization of the DWI screening process.
- Mandated reimbursement to counties for prisoner extradition and transportation.
- Providing the County with authority to issue industrial revenue bonds within municipal boundaries.
 - Creation of and amendatory enactments for the Water Authority.
 - Defeat of the repeal of the Water Authority's eminent domain powers.

Examples of successful work performed for other clients include:

- Enactment of legislation establishing New Mexico Health Care Exchange BCBS/New Mexico/NMHA.
- Expansion of Medicaid eligibility to 138% of FPL NMHA.
- Amendment of the Solid Waste Act to increase the permit term for privately owned and operated facilities from ten years to twenty (which is the same permit term as for publically owned and operated solid waste facilities). The mid-term permit review would occur at a ten-year rather than a five-year interval, *Waste Connections, Inc., Jim Little, (916) 608-8223.*
- Allowing any customer that is a political subdivision of the state, with annual consumption exceeding 20 million kilowatt-hours and that has its own renewable generation, to be exempt from utility charges for renewable energy, provided that the customer notifies the State Auditor, the Public Regulation Commission and its serving utility, that it will expend 2.5% of its electricity charges on developing its own renewable energy generation. *Albuquerque Bernalillo County Water Utility Authority, Mark Sanchez, (505) 768-2504*
- Granting owners of dairy farms or feedlots a transferable tax credit against personal or corporate income tax, as appropriate, equal to five dollars per wet ton for hauling agricultural biomass from the dairy or feedlot to a facility using the biomass to generate electricity or make biocrude or other liquid fuel. *Las Uvas Dairy, Dean Horton, (575) 644-2146*
- Extension of the imposition of county hospital gross receipts tax for an additional 20 years and allowing for the use of the revenue to include acquisition of land or buildings as well as the design and construction of a county hospital facility. *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Established an advisory committee in the Department of Health to conduct surveillance of hospital acquired infections. *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Provision that a portion of revenue generated by a portion of a county gross receipts tax may be distributed in an amount equal to the county's approved contribution for support of sole community provider payments as calculated by HSD. *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Tax increment financing for development with local government discretionary authority. *Forrest City Covington Mesa del Sol, Harry Relkin, (505) 400-3021, harryrelkin@fcmads.com*
- Appropriations for natural phreatophyte eradication to conserve water and improve bosque habitat. *Rio Restorations, Joseph Hindi, President, (505) 307-4086, shindi@newmexico.com*
- Increased appropriations for NM Association of Food Banks, Farmers Markets and School Nutrition program, *NM Association of Food Banks, (505) 217-1066, nmafb@aol.com*
- Development and funding of the State Coverage Insurance programs, *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Expansion and funding for Medicaid programs, *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Appropriations and tax increment financing for several rural hospitals and health clinics *NM Hospital Association, Steve Campbell, Vice Chair, (505) 374-2585, scambell@plateautel.net*
- Increases in the cigarette tax to fund expansions to the University of New Mexico Hospital and Cancer Center, *UNM, Dr. Paul Roth, VP Health Sciences, (505) 235-1870*
- Expansion of the sole community provider hospital program and amendments to the county indigent fund act, *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*
- Recodification of the Credit Union Act, *NM Credit Union Association*

- Recodification of the non-profit health maintenance organization act to facilitate the sale of NM Blue Cross Blue Shield, *BlueCross BlueShield of New Mexico*
- Tax deductions for healthcare providers with hold harmless provisions for local governments, *New Mexico Hospital Association, Alex Valdez, (505) 820-5202, alex.valdez@st.vin.org*

RESPONSE TO PROPOSAL/SCOPE OF WORK

1.) Represent the County and advocate its legislative goals at the New Mexico State Legislature during regular and special sessions, as well as interim committees when issues affecting the County are discussed.

A significant number of legislative initiatives are developed through the work of interim committees and the standing committees of the legislature. Shoats & Weaks regularly attend interim committee meetings and prepare briefings on salient interim committee activities. They also arrange for issues to be placed on interim committee agendas and work plans for study and consideration. When appropriate, Shoats & Weaks prepare and present testimony to committees or facilitate testimony made directly by county elected officials or county staff as needed. Shoats & Weaks will prepare and partner those officials or staff as needed.

While a formal presence at such hearings is imperative, Shoats & Weaks periodically sponsor social events for committee members and clients, which present an opportunity for more informal yet effective interaction between lobbyists, clients and lawmakers. Shoats and Weaks, Inc. have sponsored several events and meetings for Bernalillo County elected officials and staff to promote county initiatives and establish sound working relations with the legislators, state officials and the State Executive Branch.

Effective representation involves establishing access to individual decision makers and developing credibility and sound advocacy positions in support of or opposition to specific proposals. Shoats & Weaks have established professional and political credibility among legislators, state and local officials as well as lobbyist colleagues. This credibility greatly enhances the ability to access legislators and legislative leadership at critical times in the process. In addition, staff and legislators often seek Shoats & Weaks' technical expertise on specific issues and strategies.

While the Bernalillo County legislative delegation is politically diverse, it is important to secure as much involvement and support from the delegation as is possible for county initiatives. Shoats & Weaks keep delegation members informed and involved in developing and supporting the County's legislative package throughout the year.

Key executive staff, departmental secretaries, the Governor and her legislative lobbying team will be kept apprised of county issues during the interim and during the session. Periodic meetings with executive representatives will be held to solicit support of county initiatives and proposals. Pre-session meetings with the Governor's office, executive staff, and agencies will be arranged to present the Bernalillo County legislative package.

When appropriate, county proposals should be integrated with the legislative agenda of the NM Association of Counties, local government jurisdictions and public and private advocacy groups in order to develop broad bases of support. Not all proposals may lend themselves to this collaborative approach but if possible such strategy should be employed. Shoats & Weaks has sound relations with other local jurisdictions and is involved with government affairs committees of several business organizations.

Shoats & Weaks maintain a constant presence in Santa Fe during the regular and special legislative sessions. While the main office is located in Bernalillo County, residence and office facilities are established in Santa Fe while the legislature is in session.

Starting in the 2014 Session a web based tracking system with customized report will be available on all substantive bills and capital outlay requests.

2.) Meet with the Bernalillo County Legislative Committee to assist in developing the County's legislative priorities, and attend meetings with the Board of County Commissioners to establish the County's legislative program.

The County has adopted several revisions to the process of developing its legislative package particularly in the area of capital outlay and the control of extraneous requests from not for profit entities and county fiscal agency agreements.

Shoats and Weaks, Inc. will be meeting with Commissioners and staff to develop a strategy to promote greater County autonomy and establish selective exemptions for selected state statutes to promote greater self governance and potentially Home Rule.

Shoats & Weaks will assist the county in developing the legislative package. Based on previous experience, and current legislative activity, beginning this process at the earliest possible date is advisable for the most desirable result. Grassroots, community, and constituent involvement should be included in the development and advocacy of the County's legislative package.

Proposals will be thoroughly researched and presented in a format that will promote knowledge, and constructive debate, and analysis of the legal and technical in addition to political elements of each proposal and the potential for success, failure and ramifications. In some instances, resources such as the National Association of Counties, NM Association of Counties, National Council of State Legislatures, and the American Legislative Exchange Council can be utilized for background information and model legislation. In other cases analysis will involve primary research by county staff, Shoats & Weaks, and legislative resources such as the Legislative Council Service. When possible, actual bill drafts or at the least outlines should be available early in the process.

Priorities should be separately developed for financial/capital issues and substantive legislation. The integration of the County's General Obligation Bond process with the Capital Outlay Infrastructure requests to the legislature is critical. Another consideration that should be addressed in this task is the prioritization of capital projects by various members of the Bernalillo County legislative delegation. Timing of this action is critical, given the intense competition for capital funds and the requirement for local government sign-off on legislator's capital requests. As we have experienced in the past, the capital outlay process is evolving into a much more detailed and rigorous procedure. The County must be prepared to provide any and all details requested by the legislative delegation and staff on all projects. Given the current fiscal and economic conditions, it is essential that creative and innovative financing and operating structures be explored and implemented including joint powers agreements, public-private partnerships, cost sharing, and other mechanisms promoting economic savings and operational efficiencies.

The formal presentation of the legislative package and priorities to the commission should be thorough yet succinct. Supportive documentation and analysis of each proposal should be provided and technical staff should be present for explanation. Upon endorsement by the commission, reports should be made available explaining the process by which the package was developed and the prioritization of the proposals. As appropriate, advance copies should be available to the legislative delegation, Governor and appropriate executive staff.

3.) Recommend and obtain sponsors and co-sponsors for the County's legislative bills, as well as obtain the support of key legislators or legislative leadership to enhance the County's ability to pass its legislation.

Shoats & Weaks have an excellent reputation among legislators for providing sponsors and co-sponsors with the type and quality of support documents needed to strongly and effectively advocate for the passage of legislation. This includes legal, technical and fiscal impact reports as well as bill drafting, and media releases if necessary. Due to the volume of county supported

bills and capital outlay requests, this process takes a considerable amount of time and effort and can always be improved by communication and timeliness.

Sponsors are carefully chosen on a given issue based on their level of commitment to the bill, their relative strengths in carrying the bill in both chambers and extraneous considerations that may impact the fate of the bill. If possible, sponsorship will be determined during the interim and interim committee endorsement obtained. Shoats & Weaks are successful in obtaining bipartisan and leadership support of legislation. In most cases, bipartisan support is advantageous. In most cases, Bernalillo County initiatives and bills have received bipartisan sponsorship and support.

4.) Coordinate with other lobbyists, the New Mexico Association of Counties, the New Mexico Municipal League, other communities or groups, and any other agency or organization as necessary to promote and advance the County's legislative program.

Shoats & Weaks have a long and strong partnership with the New Mexico Association of Counties, the New Mexico Municipal League, The Middle Rio Grande Conservancy District, the City of Albuquerque, the Albuquerque Bernalillo County Water Utility Authority, the University of New Mexico, Albuquerque Public School District, New Mexico Mid-Region Council of Governments, and Central New Mexico Community College. ACI, Greater Albuquerque Chamber of Commerce, Hispano Chamber of Commerce, the Economic Forum, and the National Association of Industrial and Office Parks. These relationships have been developed over the years by working together cooperatively on legislative and regulatory issues. In cases where proposals may not be initially supported by other entities, compromises of mutual benefit have often been developed through respectful cooperation and negotiation allowing such proposals to be enacted. Shoats and Weaks, Inc. attend the NMAOC weekly lobbyist meetings during the session, and interim meetings of NMAOC and Municipal League.

5.) Personally attend, and coordinate staff/expert witness attendance at, legislative sessions, as well as interim committee meetings where issues affecting the County are discussed.

Shoats & Weaks are in attendance every day of the regular and special legislative sessions and maintain a residence with office and communications capabilities in Santa Fe during those periods. Shoats & Weaks utilize a variety of methods and systems to communicate legislative activities to clients including e-mail, conference connections, timely legislative tracking reports and, of course, direct phone communication.

Shoats & Weaks receives hard copies of all bills and related publications of the Legislative Council Service. All bills are examined for potential impact upon clients, and delegated an appropriate significance. Any legislation that conceivably affects a client is immediately brought to their attention for consultation as to appropriate action.

Shoats & Weaks monitors legislative activity throughout the interim, communicating with the Legislative Council Service about committee work plans and agendas. Ms. Shoats and/or Mr. Weaks are in attendance at all relevant interim committee meetings. When it is prudent, Shoats & Weaks will notify County staff that their presence would be favorable at any interim committee meeting.

Beginning in the 2014 session a web based system for tracing substantive legislation and capital outlay will be available.

6.) Be available to the Bernalillo County Manager at all times.

The Bernalillo County Manager will be kept informed as to how to reach the staff of Shoats and Weaks Inc. at all times.

7.) Periodically brief the Bernalillo County Commission in person.

Ms. Shoats and Mr. Weaks will meet with the Bernalillo County Commission as directed by the Commission or staff.

8.) Provide at a minimum on a quarterly basis, written reports to the County Manager indicating progress towards the attainment of each legislative goal and other legislative matters impacting Bernalillo County activities.

During legislative sessions, the office of Shoats and Weaks will coordinate with County staff, including the County Capital Funding Coordinator and the Assistant to the County Manager, regarding reports desired by the Commissioners, County deputies, and other designated staff. Written reports, summaries, legal and financial analysis will be provided in compliance with the provisions of the agreement or more often as directed by the Commission or staff.

9.) Provide written end-of-session reports as soon as practicable to the Board of County Commissioners and the County Manager providing final status of the legislative session, highlighting all legislation impacting the County, strategizing for the next legislative session; and formally present the report to the Board of County Commissioners at a regular Administrative Meeting within 2 months of the end of the legislative session.

Written final reports for each legislative session will be provided in compliance with the provisions of the agreement.

10.) 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.

Written reports and/or summaries of relevant legislative activities including time spent on Bernalillo County activities will accompany all payment requests.

REFERENCES

Jeff Dye
Executive Director
New Mexico Hospital Association
7471 Pan American Freeway
Albuquerque, NM 87109
Phone: (505) 343-0010

Paul Gutierrez
Executive Director
New Mexico Association of Counties
613 Old Santa Fe Trail
Santa Fe, NM 87501
Phone: (505) 983-2101

William F. Fulginiti
Executive Director
New Mexico Municipal League
P. O. Box 846
Santa Fe, NM 87504
Phone: (505) 432-2036

PROPOSAL

for

**Bernalillo County
RFP# 05-14-NL**

**COUNTY LOBBYIST
Binder #2**

Response Submitted

by

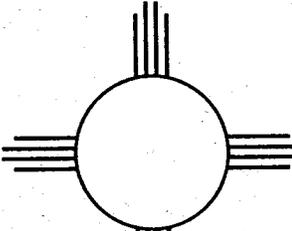
**Shoats & Weaks, Inc.
P. O. Box 10461
Albuquerque, NM 87184-0461
(505) 890-0306**

Submitted to:

**Natara Landrau, Senior Buyer
Bernalillo County Purchasing Department
One Civic Plaza NW, 10th Floor Room 10010
Albuquerque, NM 87102**

Proposal Receipt Deadline

3:00 PM August 28, 2013



SHOATS & WEAKS INC.

A Government & Public Relations Company

August 27, 2013

Purchasing Department
Albuquerque/Bernalillo County Government Center
One Civic Plaza NW
10th Floor, Room 10010
Albuquerque, NM 87102

RE: RFP #05-14-NL

PROPOSAL FEE

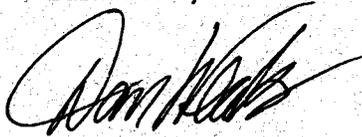
Having provided advocacy and lobbying services for Bernalillo County over the past fourteen years, Shoats and Weaks project that the time required to comprehensively provide such services to be approximately 800 hours annually. Staffing for the contract will include both principals (Dan Weaks and Marla Shoats), legal services (Jason Weaks), staff coordination, technical services, and support.

Further, based on our experience and degree of expertise, Shoats and Weaks can perform and deliver these services as an exclusive provider, eliminating the need for multiple contracts and thus bringing more efficiency and value to the County.

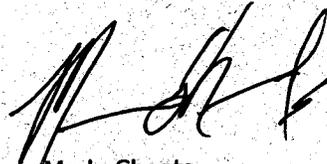
Shoats & Weaks, Inc. will provide the services required under the provisions of this RFP for an annual all inclusive fee of \$80,000.00 plus applicable New Mexico Gross Receipts Tax.

Offeror 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 services required on behalf of the County, and will not perform Lobbyist services for other clients whose interests conflict with those of the County during the term of the Agreement with the County.

Submitted by



Dan Weaks
President
Shoats & Weaks, Inc.



Marla Shoats
Vice-President
Shoats & Weaks, Inc.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: SHOATS AND WEAKS, INC.

DBA: SHOATS AND WEAKS, INC.
PO BOX 10461
ALBUQUERQUE, NM 87184-0461

Expires: **26-Aug-2016**

Certificate Number:

L0984615376



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

NO ADDITIONAL PROPOSED TERMS AND CONDITIONS



CERTIFICATE OF LIABILITY INSURANCE

SHOAT-1

OP ID: AG

DATE (MM/DD/YYYY)
10/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of NM, Inc PO Box 94450 Albuquerque, NM 87199 Preferred House	Phone: 505-821-5888 Fax: 505-291-6366	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Shoats & Weaks, Inc. 9631 4th Street NW Albuquerque, NM 87114	INSURER A : Nautilus Insurance Company		17370
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NN305247	11/22/2012	11/22/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is an Additional Insured as required by written contract as per attached endorsement #CG 20 10 07 04.

CERTIFICATE HOLDER**CANCELLATION**

County of Bernalillo
 One Civic Plaza
 Albuquerque, NM 87102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Bernalillo, One Civic Plaza Albuquerque, NM 87102	Any and All
	Additional Premium: \$150 Fully Earned
	-
	-
	-
	-
	-

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your **ongoing** operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER MARK RUPP 8101 SAN PEDRO DR NE SUITE F ALBUQUERQUE NM 87113	CONTACT NAME: MARK RUPP PHONE (A/C No, Ext): (505) 821-4255 E-MAIL ADDRESS: mark.rupp.m2ky@statefarm.com PRODUCER CUSTOMER ID:	FAX (A/C, No): (505) 821-1141	
	INSURER(S) AFFORDING COVERAGE		
INSURED WEAKS, DANIEL PO BOX 10461 ALBUQUERQUE, NM 87184	INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2004 LINCOLN NAVIGATOR
VIN: 5LMFU28R94LJ01080

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	701 7131-D22-310	04/22/2013	10/22/2013	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				AUTO	RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
					\$		
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	NAMED PERILS					\$	
	CRIME					\$	
	TYPE OF POLICY					\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BERNALILLO COUNTY IS ADDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER BERNALILLO COUNTY ONE CIVIC PLAZA NW 6TH FLOOR ALBUQUERQUE NM 87103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Digitally signed by POTP DN: dc=ORG, dc=STATEFARM, dc=AGCY, ou=GWES, ou=Users, cn=POTP Date: 2013.09.27 14:53:34 -06'00'
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Shoats & Weaks, Inc. Insurance Statement

I Dan Weaks of Shoats & Weaks, Inc. hereby certify regarding insurance, Shoats and Weaks, Inc. employ fewer than three employees and therefore, are not subject to the provisions of the Workers' Compensation Act of the State of New Mexico.

I further certify that should Shoats & Weaks, Inc. employ three or more employees during the term of our agreement with Bernalillo County, we will immediately comply with the New Mexico Worker's Compensation Act and provide proof of said compliance.



Dan Weaks, President
Shoats & Weaks, Inc.

9-27-13

Date

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)	<u>Shdats & weaks, Inc.</u>	
Contribution Made By:	<u>Shdats & weaks, Inc.</u>	
Relation to Prospective Contractor:	_____	
Name of Applicable Public Official	<u>Lonnie Talbert - Art de la Cruz -</u>	
Date Contribution(s) Made:	<u>10-29-12</u>	<u>5-24-12</u>
Amount(s) of Contribution(s)	<u>1,000⁰⁰</u>	<u>1,000⁰⁰</u>
Nature of Contribution(s)	<u>Check</u>	
Purpose of Contribution(s)	<u>Campaign Contribution</u>	

1,000⁰⁰
6-4-12
Maggie Hart Stebbins -
Debbie O'Malley
10-29-12
500⁰⁰

(Attach extra pages if necessary)

Daniel Weeks
Signature
President
Title (position)

10-15-13
Date

--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)