



REQUEST FOR PROPOSALS # 2027-01

CITY OF ELEPHANT BUTTE LEGAL SERVICES

PROPOSAL DEADLINE: October 19th, 2026 @ 5:00 P.M.

PROCUREMENT AGENT: LAURA WHITESIDE

CITY OF ELEPHANT BUTTE

RFP #2027-01

NOTICE OF REQUEST FOR PROPOSAL

THE CITY OF ELEPHANT BUTTE IS REQUESTING COMPETITIVE SEALED REQUEST FOR PROPOSALS FOR THE FOLLOWING SERVICES:

TITLE: CITY OF ELEPHANT BUTTE LEGAL SERVICES

RFP #: 2027-01

CLOSE: OCTOBER 19, 2026 @ 5:00 P.M.

FOR REQUESTS FOR THE REQUEST FOR PROPOSALS ('RFP') #2027-01 PACKET AND ADDITIONAL INFORMATION CONTACT:

LAURA WHITESIDE PURCHASING AGENT

PHONE: (575-744-4892 EXT. 102) EMAIL: l.whiteside@cityofebnm.gov

THE OFFICE OF THE CITY OF ELEPHANT BUTTE PURCHASING AGENT, WILL RECEIVE COMPETITIVE SEALED PROPOSALS FOR THE SERVICES DESCRIBED IN THIS RFP AT:

VIA MAIL

CITY OF ELEPHANT BUTTE
P.O. BOX 1080
ELEPHANT BUTTE, NM 87935

HAND CARRIED

CITY OF ELEPHANT BUTTE
103 WATER AVE.
ELEPHANT BUTTE, NM 87935

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY

The sealed envelope containing the proposal must be marked with the date and RFP #2027-01 City of Elephant Butte Legal Services.

The procurement code, section 13-1-28 through 13-1-199 NMSA, 1978 imposes civil and criminal penalties for code violations. In addition, the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.

The City of Elephant Butte reserves the right to reject any and all proposals and to waive all formalities.

PART 1-PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION

- 1. CLARIFICATION-** Any inquiries or requests regarding clarification of this procurement Documents shall be submitted to the Procurement Agent in writing. Contact information is Laura Whiteside, P.O. Box 1080,

Elephant Butte, NM 87935 or l.whiteside@cityofebnm.gov. Offers may contact ONLY the Procurement Agent regarding the terminology stated in the procurement documents. Other City employees do not have the authority to respond on behalf of the City.

1.1 Proposers Shall promptly notify the City Procurement Agent of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the City will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposal, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

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

“Agency” City of Elephant Butte

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

“Contractor” means a successful Proposer.

“Determination” means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferable”, or “prefers” identify a desirable or discretionary term or factor as opposed to “mandatory”.

“Evaluation Committee” means a body appointed by the City Management to perform the evaluation of Proposer proposals.

“Evaluation Committee Report” means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the City of Elephant Butte Council and/or City Manager for contract award. It contains all written determinations resulting from the evaluation.

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

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

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

“Purchase Order” means the document which directs a contractor to deliver items of tangible personal property or service pursuant to an existing contract.

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

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

“Responsible Proposer” means an Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her 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. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

3. **EXCEPTIONS**-Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications listed, may be considered.
4. **IRREGULARITIES**- The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. The City reserves the right to award the contract to the responsible Proposer submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City.
5. **COST** - All cost incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with the procurement and any negotiations with the City will be borne by the Proposer.
6. **NO OBLIGATION**- This procurement in no manner obligates the City of Elephant Butte until a valid signed contract is executed.
7. **INCOMPLETE RESPONSES**- The City reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
8. **NEGOTIATIONS**-Should the City be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the City to be fair and reasonable, negotiations with that business shall be formally terminated. The City may then undertake negotiations with the second most qualified business. The City reserves the right to discontinue negotiations with any selected Proposer.
9. **COMPETITION**-In signing a contract with the City of Elephant Butte the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the City.
10. **PROPOSAL DISCLOSURES**-The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is propriety or confidential. The Purchasing Manager will not disclose or make public any pages of a proposal on which the Proposer has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
 - 10.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Proposer’s organization and data that qualifies as trade secret in accordance with the Uniform trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of

products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

11. **REJECT ALL-** Pursuant to Sec 13-1-131 NMSA, 1974., as amended, The City of Elephant Butte reserves the right to reject any and all proposals, in whole or in part, submitted in response to this RFP, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.
12. **SOLE INTERPRETER-**City of Elephant Butte has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the items proposed or any part or fitting thereof complies with the specifications.
13. **RFP RESPONSES-**By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.
14. **CONTACTS-**Proposers **MAY NOT** contact other City of Elephant Butte Departments, the City of Elephant Butte Manager or staff, members of the City of Elephant Butte Council or their staff, and any other City of Elephant Butte Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.
15. **CONTRACTS-**The contract between The City of Elephant Butte and a Contractor will follow the format specified by the City and contain the terms and conditions set forth in the contract. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's proposal including best and final offer will be incorporated into and become part of the contract.
 - 15.1 Should a Proposer object to any of the City's terms and conditions contained in the Procurement Section that Proposer must propose specific alternative language with the proposal. The City may or may not accept the alternative language. General references to the Proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the Proposer's proposal. Proposers must provide a brief discussion of the purpose and impact, if any, of the proposed changes, followed by the specific proposed alternate wording.
 - 15.2 Proposers must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the City, such terms must be clearly identified in the proposal.
16. **PROTESTS-** Any Proposer who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Agent in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise **thereto (13-1-172 NMSA 1978)**.
 - 16.1 In the event of a timely protest under this section, the City will not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement **is necessary to protect substantial interests of the City (13-1-173 NMSA 1978)**
 - 16.2 The Chief Procurement Officer or his/her designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Proposer concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award **money damages or attorneys' fees (13-1-174 NMSA 1978)**
 - 16.3 The Chief Procurement Officer or his/her designee will promptly issue a determination relating to the protest. The determination will:
 - A. state the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 3-1-183 NMSA 1978

16.4 A copy of the determination issued under 13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Proposers involved in the procurement (13-1-176 NMSA 1978).

17. **“PIGGY BACK”** In accordance with NMSA 13-1-129 of Procurement Code, Proposers are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by The City of Elephant Butte.
18. **GROSS RECEIPTS TAX-** New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.
19. **BRIBES, GRATUITIES AND KICK-BACKS-** Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, 30-41-1 through 30-41-2 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
20. **COLLUSION-** No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.
21. **APPROPRIATIONS-**The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the City or other funding agency. If the City or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor’s receipt of written notice of termination from the City. The City of Elephant Butte’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
22. **DEBARMENT AND SUSPENSION-** The Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts, if any. Where the proposer or contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.
23. **EQUAL OPPORTUNITY-** The Contractor, subcontractors, and all sub-contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or any other legally protected category. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or any other legally protected category. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post inconspicuous places, available to employee and applicants for employment, notices

setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-contractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or any other legally protected category.

24. PROPOSAL AWARD-The City reserves the sole right to:

24.1 Determine responsible Proposers and responsive proposals.

- a) Responsible Proposer: A Proposer who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Request for Proposal.
- b) Responsive proposal: A. proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

24.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

25. INSURANCE REQUIREMENTS- The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained.

25.1 Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

25.2 Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

25.3 Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

PART 2-THE RFP-LEGAL SERVICE

A. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	Procurement Manager	September 28, 2026
2. Acknowledgement of Receipt Form	Potential Proposers	October 5, 2026
3. Deadline to submit Questions	Potential Proposers	October 12, 2026
4. Response to Written Questions	Procurement Manager	October 14, 2026
5. Submission of Proposal	Potential Proposers	October 19, 2026
6. Proposal Evaluation	Evaluation Committee	October 19-23th, 2026
7. Notice of Intent to Award	Procurement Manager	October 26, 2026
9. Protest Period	Proposers	15 days after Notice of Intent to Award
10. Contract Award	City Manager/City Council	TBA

B. PROJECT DESCRIPTION

The City of Elephant Butte New Mexico is soliciting proposals from highly qualified firms to enter into an agreement for Legal Services. Proposers must demonstrate that they have the professional knowledge, experience and technical expertise required to provide this service. The City intends to enter into a contract with one or more firms to provide the above-mentioned services for one (1) year with the option to renewal for an additional three (3) years, in whatever increments deemed best suited by the City, not to exceed a total of four (4) years.

SCOPE OF WORK

The City of Elephant Butte's Administration office is seeking proposals for the provision of Legal Services in the following areas but not limited to:

Experience with New Mexico Local Government
Experience with Contract Law
Experience with Employment Law
Experience with Procurement Law
Experience with Tort Litigation

- Each attorney submitting a proposal must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
- Each attorney submitting a proposal must be licensed to practice law in the State of New Mexico and a member in good standing of the New Mexico Bar Association.
- Each attorney submitting a proposal must have a minimum of 8 years' experience as an attorney.

The following information must be included in your proposal:

Provide hourly rates for both of the following situations:

1. The hourly rate for legal services for attorneys, together with a description of the method for charging for fractional portions of an hour. The method for charging for out-of town City Business other than Court. Method of charging for expenses, i.e., photocopies, long distance mileage other such items commonly called expenses in the Legal Profession. The hourly rates if any charged for staff, secretarial or paralegal services.
2. A detailed description of the firm's experience in local government and identification of the person or persons within the firm who will be primarily responsible for City representation. A questionnaire is attached to this RFP to assist you in providing a complete description of experience. The questionnaire must be truthfully and accurately completed.
3. A detailed description of the firm's overall experience and practice. A questionnaire is attached hereto to assist you in providing a complete description of experience. The questionnaire must be truthfully and accurately completed.
4. A detailed description of office facilities and support staff resources. A questionnaire is attached to this RFP to assist you in providing a complete description. The questionnaire must be truthfully and accurately completed.
5. A detailed description of your firm's familiarity with the workings of New Mexico local governments.

PROPOSAL REQUIREMENTS

Proposals should be logically organized and as concise as possible. Three (3) copies and (1) original shall be submitted.

2- The following information must be included in your proposal:

- A. Firm name, address, telephone number, email address and the name of the firm's contact person.
- B. A list of names and titles of key personnel that will be responsible for the Legal Services. Resumes and copies of Certifications shall be included and attached. Credentials are subject to verification.
- C. A thorough description of your proposal and implementation.
- D. A list of at least three (3) references including phone number, address and a contact person. Please do not include the City of Elephant Butte personnel.
- E. A Cost Proposal that includes hourly rates for both situations indicated above.
- F. Other supporting Documentation.

FAILURE to adequately address and meet the above requirements may be cause for your proposal to be deemed non-responsive by the Procurement Manager.

METHOD OF AWARD

All proposals will be evaluated on a 1,000-point scale as follows:

REQUIREMENT		POINTS AVAIL.
Professional Qualifications		150
Office Facilities and Support Staff		100
Accessibility		250
Experience with New Mexico Local Government		200
Experience with Contract Law		50
Experience with Employment Law		50
Experience with Procurement Law		50
References		50
Cost		100
Total Points		1,000
If Proposer is a resident business or Native American resident business an additional amount of points shall be awarded		80
If Proposer is a resident veteran business or Native American resident veteran business an additional amount of points shall be awarded.		100

FOR EASE OF EVALUATION, PROPOSALS SHOULD BE FORMATTED IN THE ORDER AS LISTED ABOVE.

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors stated herein. Failure of the Proposer to provide any information requested in this Request for Proposals may result in disqualification of the proposal and shall be the sole responsibility of the Proposer. The City is anticipating a single source award; however, the City reserves the right to multiple source award if it is determined to be in the best interest of the City. **The City Manager may request a personal interview.**

QUESTIONNAIRE FOR SERVING AS GENERAL COUNSEL TO THE CITY OF ELEPHANT BUTTE, NEW MEXICO

1. FULL NAME:
2. COUNTY OF RESIDENCE:
3. OFFICE ADDRESS
4. PHONE NUMBER:
5. BAR ADMISSIONS AND DATES:

6. PRESENT EMPLOYMENT: LIST YOUR PROFESSIONAL PARTNER(S), ASSOCIATES OR EMPLOYER
7. PREVIOUS EMPLOYMENT AND DATES: PAST PROFESSIONAL PARTNERS, ASSOCIATES OR EMPLOYERS
8. LIST 3 REFERENCES- ON A SEPARATE ATTACHMENT ENTITLED: REFERENCES
9. PLEASE HAVE AT LEAST (3) LETTERS OF RECOMMENDATION FROM YOUR REFERENCES LISTED ABOVE AND SUBMIT THEM WITH YOUR PROPOSAL
10. DESCRIBE THE NATURE OF YOU LAW PRACTICE FOR AT LEAST THE LAST SIX (6) YEARS, INCLUDING THE TYPE OF LEGAL WORK, WHETHER IN TRIAL OR APPELLATE COURT, ETC. DO YOU HOLD YOURSELF OUT AS A SPECIALIST IN ANY AREAS? DO YOU LIMIT YOUR PRACTICE IN ANY WAY?
11. PROVIDE A COMPLETE DESCRIPTION OF YOUR EXPERIENCE IN THE FOLLOWING AREAS:

PUBLIC TAXATION:

COMMERCIAL LAW:

APPELLATE PRACTICE:

EMPLOYMENT LAW INCLUDING EEOC AND HUMAN RIGHTS ADMINISTRATIVE HEARINGS:

PUBLIC CONTRACTING:

LOBBYING:

ELECTIONS:

PUBLIC FINANCE AND ACCOUNTING PURSUANT TO THE NEW MEXICO STATUTES:

PUBLIC ROAD AND EASEMENT ISSUES INCLUDING RS2477 ROADS:

WORKER'S COMPENSATION PURSUANT TO THE NEW MEXICO STATUTORY PROVISIONS:

VOLUNTEER FIRE DEPARTMENT MANAGEMENT AND LIABILITY:

ENVIRONMENTAL LAW AT THE STATE AND FEDERAL LEVEL:

PUBLIC LANDS ISSUES INCLUDING STATE LAND OFFICE, BLM, MILITARY RESERVATIONS, AND NATIONAL FOREST:

(B) HOW MANY CASES HAVE YOU TRIED TO A JURY IN THE PAST 5 YEARS? PLEASE INDICATE WHETHER THESE JURY TRIALS INVOLVED CRIMINAL OR CIVIL CASES:

(C) HOW MANY CASES HAVE YOU TRIED WITHOUT A JURY IN THE PAST 5 YEARS? PLEASE INDICATE WHETHER THESE NON-JURY TRIALS INVOLVED CRIMINAL OR CIVIL CASES:

(D) HOW MANY APPEALS HAVE YOU HANDLED? PLEASE INDICATE HOW MANY OF THESE APPEALS OCCURRED WITHIN THE LAST 2 YEARS:

12. PLEASE EXPLAIN YOUR REASONS FOR APPLYING FOR THIS POSITION AND WHAT FACTORS YOU BELIEVE INDICATE THAT YOU ARE WELL SUITED FOR IT?

Signature of Attorney

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

Proposer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses;
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature

Typed Name and Title of Authorized Representative Signature of Authorized Representative Date

NON-COLLUSION AFFIDAVIT

STATE OF NEW MEXICO

COUNTY OF SIERRA

I, _____, (name) being first duly sworn, deposes and says that he/she is

(title) _____.

Of (organization) _____.

Who submits herewith to the City of Elephant Butte, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Elephant Butte, or of any bidder of anyone else interested in the proposed contract;

That prior to the public opening and reading of proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that City of Elephant Butte, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20 _____

Notary Public: _____ My Commission Expires: _____

Related Party Disclosure Form

1. Are you indebted to or have receivable from any member of the City of Elephant Butte Councilors; elected city officials, administration officials, department heads, and key management supervisors with the City of Elephant Butte? Yes _____ No _____

2. Are you, or any officer of your company related to any member of the City of Elephant Butte Council; elected City officials, administration officials, department heads, key management supervisors of the City of Elephant Butte and have you had any of the following to which The City of Elephant Butte was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property?	_____	_____
Receiving, furnishing of goods, services Or facilities	_____	_____
Commissions or royalty payments	_____	_____

3. Does any member of the City of Elephant Butte Council; elected city officials, administration officials, department heads, key management supervisors with the City of Elephant Butte, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Elephant Butte? Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City of Elephant Butte Council; elected City officials, administration officials, department heads, key management supervisors with the City of Elephant Butte ?
Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of The City of Elephant Butte? Yes _____ No _____

The answers to the forgoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title) _____

THE CITY OF ELEPHANT BUTTE PURCHASING

TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED

1. **OFFERS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidder's expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B Elephant Butte, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by the City of Elephant Butte.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the offer, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly, demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. The City of Elephant Butte is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificated will be provided when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase

order. **EXECPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.

15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty (30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. The City of Elephant Butte will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. The City of Elephant Butte requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. The City of Elephant Butte reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of the City of Elephant Butte will be served.
8. The City of Elephant Butte Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. The City of Elephant Butte reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's unusually severe weather, and defaults of subcontractors due to any of the above, unless The

City of Elephant Butte shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The 20 **rights** and remedies of the city provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Elephant Butte Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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): Richard Holcomb, Kim Skinner, Cathy Harmon, Mike Williams, Skylar Arnold

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

PROPOSAL CHECKLIST
ELEPHANT BUTTE/PURCHASING DEPARTMENT

Did You:

- ☐ Include One (1) original and (3) copies of the proposal (both complete and, if applicable, redacted copies)
- ☐ Sign and notarize the “Non-Collusion Affidavit” form.
- ☐ Sign the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” form.
- ☐ Fill out and sign the Related Party Disclosure Form
- ☐ Fill out and Sign the Campaign Contribution Form
- ☐ Include a List of clients of same or similar projects
- ☐ Acknowledge all addenda
- ☐ Review all clarifications/questions/answers
- ☐ Deliver your sealed proposal to THE CITY OF ELEPHANT BUTTE Purchasing Department, 103 WATER AVE, ELEPHANT BUTTE, NM 87935 before October 19, 2026 @ 5:00pm (local time).
- ☐ Clearly mark your proposal with **RFP # 2027-01 City of Elephant Butte Legal Services** on the front of the sealed envelope.
- ☐ If not completed as required, your proposal may be deemed non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal.