

**REQUEST FOR PROPOSAL**

**FOR**

**GENERAL COUNSEL**

**Prepared for:**

**VALENCIA COUNTY ARROYO FLOOD CONTROL DISTRICT  
P.O. BOX 502  
LOS LUNAS, NEW MEXICO 87031**

**Prepared By:**

**Middle Rio Grande Conservancy District  
1931 2<sup>nd</sup> St SW  
Albuquerque, NM 87102**

**PROPOSALS DUE: 10:00 A.M., WEDNESDAY MAY 13, 2026**

**NOTICE**

**THE NEW MEXICO PROCUREMENT CODE,  
SECTIONS 13-1-28 THROUGH 13-1-199 NMSA 1978  
IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION.  
IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES  
IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES,  
GRATUITIES AND KICK-BACKS**

# **SECTION I**

## **INTRODUCTION**

### **BRIEF HISTORY**

The Valencia County Arroyo Flood Control District was established to provide a coordinated, countywide approach to managing stormwater and reducing flood risk in Valencia County. Created in response to recurring and severe flooding events, including those in 2019 and 2021, the District focuses on protecting homes, infrastructure, and public safety through the planning, construction, and maintenance of drainage systems such as arroyos, channels, culverts, and detention facilities.

The District serves as the long-term steward of flood control projects, assuming responsibility for their ownership, operation, and maintenance. By centralizing flood management efforts, it replaces fragmented, reactive measures with a proactive, sustainable strategy aimed at improving resilience, enhancing public safety during storm events, and supporting the long-term well-being of the community.

**A. Purpose: of this Request for Proposal**

The Valencia County Arroyo Flood Control District invites firms and individuals (Offerors) to submit proposals in accordance with the outlines and specifications contained in the Request for Proposal (RFP).

Offerors may submit a proposal for the General Counsel RFP. The Evaluation Committee will independently evaluate each proposal.

In responding to this RFP, Offerors are encouraged to provide any additional information they believe is relevant.

The purpose of the RFP is to select a law firm(s) or individual(s) to provide legal services as General Counsel as well as other duties requested by the Board of Directors and the CEO. This contract shall be for a term of one year, and may be extended in increments of one year, but shall not exceed a total term of four (4) years. The VCAFCD reserves the right to renew the contract annually or may at any time elect to not extend this Agreement and advertise to procure these services. VCAFCD also reserves the right to procure similar services from another source to be used simultaneously with this Contract or any extension thereof.

- B.** The envelope shall be clearly marked "GENERAL COUNSEL PROPOSAL" in the lower left-hand corner. The date and time marked or stamped on the sealed proposal envelope shall be conclusive evidence of the date and time the proposal was received.
- C.** Proposals may be mailed, but to be considered must be received on or before 10:00 am, Wednesday May 13<sup>th</sup>, 2026 at the Middle Rio Grande Conservancy District office:

Richard DeLoia – Chief Procurement Officer  
Middle Rio Grande Conservancy District  
1931 Second Street SW  
Albuquerque, NM 87102  
(505) 247-0234

- D.** This procurement shall encompass this RFP and Scope of Work. Should any amendment to this RFP be deemed necessary, it will be distributed in writing to all recipients of the original RFP and posted on the MRGCD's website at [www.mrgcd.com](http://www.mrgcd.com). If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions and abbreviations that are used throughout this procurement document.

"Close of Business" (COB) means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property

or services.

"Contractor" means a successful Offeror who enters into a binding contract.

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

"Desirable" - The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed to perform the evaluation of Offeror proposals. This Evaluation Committee may consist of the MRGCD and VCAFCO employees.

"Finalist" is defined as an Offeror 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 offeror's proposal.

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

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information that complies with the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms to all the requirements set forth in the request for proposals.

**SECTION II**  
**CONDITIONS GOVERNING THIS PROCUREMENT**

This section of the RFP contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

**A. Sequence of Events**

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
Issue of RFP	MRGCD	April 22, 2026
Acknowledgement of Receipt	Offeror	May 5, 2026 C.O.B
Deadline to Submit Questions	Offeror	May 6, 2026
Response to Questions	VCAFCD	May 8, 2026
Submission of Proposal	Offeror	May 13, 2026 10:00 a.m.
Proposal Evaluation	MRGCD/ VCAFCD	May 13 –TBD
Selection of Finalists	MRGCD/ VCAFCD	TBD
Best and Final Offers	Offeror	TBD
Oral Presentations	MRGCD/ VCAFCD/ Offeror	TBD
Recommendation /Approval	MRGCD/ VCAFCD	June 18, 2026
Notice of Award	MRGCD/ VCAFCD	June 22, 2026
Protest	Offerors	July 2, 2026

**B. Explanation of Events**

**1. Issue of RFP**

This RFP Is being issued on behalf of the Valencia County Arroyo Flood Control District by the Middle Rio Grande Conservancy District on the date indicated in the Sequence of Events.

**2. Acknowledgement of Receipt**

Potential Offerors should hand deliver or return by Email, facsimile, or U.S. Mail the “Acknowledgement of Receipt Form” that accompanies this document, APPENDIX 6, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 4:30 pm MDT, Tuesday May 5th, 2026.

**3. Deadline to Submit Written Questions**

Any proposal questions must be submitted in writing by Wednesday, May 6th, 2026, to the Procurement Manager.

**4. Response to Questions**

Written responses to submitted questions will be emailed to all potential offerors who have returned their Acknowledgement of Receipt Form.

5. Submission of Proposal

- a. **ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR HIS DESIGNEE ON OR BEFORE 10:00 A.M. WEDNESDAY, MAY 13, 2026.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to Procurement Manager at the address listed in Section I, Paragraph "C". Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **"GENERAL COUNSEL PROPOSAL."** Proposals submitted by facsimile will not be accepted.
- b. A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The Evaluation Committee will evaluate proposals. This process will take place from May 13<sup>th</sup> through TBD. During this time, the Evaluation Committee may initiate discussions with offerors who submit responsive or potentially responsive proposals to clarify aspects of the proposals, but proposals may be evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The evaluating committee shall select the Finalists at a to be determined date and those Offerors selected will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

Finalists may be asked to submit revisions to their proposals to obtain the best and final offers by a date TBD. Offers received after this deadline will not be accepted and the Offeror's proposal without amendments shall constitute the final offer for the evaluation. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists - TBD

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the MRGCD office in Albuquerque, NM, and oral presentations will be limited to one (1) hour in duration.

10. Board Approval

VCAFC Board will take action for approval and award of the General Counsel on June 18, 2026. This contract shall be awarded to the offeror whose proposal is most advantageous to the VCAFC, taking into consideration the evaluation factors outlined in the RFP. The VCAFC reserves the right to make multiple awards under this procurement.

**11. Notice of Award**

The Procurement Officer will notify all finalists in writing of the final award on or before June 22<sup>nd</sup>, 2026.

**12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 4:30 p.m. Mountain Time on July 2, 2026. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

The protest must be addressed and delivered as follows:

Mr. Richard DeLoia, Procurement Manager  
Middle Rio Grande Conservancy District  
1931 2<sup>nd</sup> st SW  
Albuquerque, NM 87102  
505 247-0234  
richard@mrgcd.us

**C. General Requirements**

This procurement is being conducted in accordance with the Valencia County Arroyo Flood Control District and State Procurement Regulations.

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

Offerors must indicate their acceptance of the conditions governing this procurement and all amendments to this RFP (if any) in their letter of transmittal of the proposal.

**2. Incurring Cost:**

Any cost incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror. Any cost incurred by the Offeror for the setup and demonstration of any proposed equipment and/or system if applicable shall be borne solely by the offeror.

**3. 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 identified as such in a transmittal letter that accompanies the amended proposal. The VCAFCO personnel will not merge, collate, or assemble proposal materials.

**4. Offerors' Rights to Withdraw Proposal:**

Offerors will be allowed to withdraw their proposals at any time before the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the offeror and

addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.

**5. Proposal Offer Firm:**

Responses to this RFP, including the cost response form, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

**6. Disclosure of Proposal Contents:**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 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. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the VCAFCD shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**7. No Obligation:**

This procurement in no manner obligates the VCAFCD to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

**8. RFP Termination:**

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

**9. Sufficient Appropriation:**

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

**10. Legal Review:**

The VCAFCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly brought to the attention of the Procurement Manager.

11. Governing Law:

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

12. Basis for Proposal:

Only information supplied by the Procurement Manager should be used as the basis for the preparation of Offeror proposals.

13. Terms and Conditions:

The contract between the VCAFCD and the Offeror will follow the format specified by the VCAFCD and the terms and conditions set forth in the New Mexico State Procurement Code, (Section 13-1-28 through Section 13-1-199 NMSA 1978). However, the VCAFCD reserves the right to negotiate with a successful Offeror for 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 contract. Should an Offeror object to any of the VCAFCD's terms and conditions, as contained in this Section that Offeror must propose specific alternative language. The VCAFCD may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Award of professional services contracts are subject to approval of the VCAFCD's Board of Directors.

14. Offeror's Terms and Conditions:

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract.

15. Contract Deviations:

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

16. Offeror Qualifications:

The VCAFCD may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The VCAFCD may reject the proposal of any Offeror who is not a responsible offeror or fails to submit a responsive offer as defined by the conditions of this RFP.

17. Right to Waive Minor Irregularities:

The VCAFCD reserves the right to waive minor irregularities and also reserves the right to waive

Mandatory requirements provided that all of the otherwise responsive proposals failed to meet the Mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right will be exercised at the sole discretion of VCAFCD.

18. Notice:

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

19. Agency Rights:

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

20. Right to Publish:

Throughout this procurement process and contract term, potential Offerors and actual Offerors must secure from the VCAFCD a written approval before the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract.

21. Ownership of Proposals:

All documents submitted in response to the RFP shall become the property of the VCAFCD.

22. Electronic mail address required:

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The offeror must have a valid e-mail address to receive this correspondence.

23. Use of Electronic Versions of this RFP:

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the offeror's possession and the version maintained by the VCAFCD, the version maintained by the VCAFCD shall govern.

24. Records and Audit:

If awarded a contract, the Offeror shall maintain detailed time records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by VCAFCD, the Department of Finance and Administration, and the State Auditor. The VCAFCD shall have the right to audit the billing both before and after payment; payment under this Contract shall not foreclose the right of the VCAFCD to recover excessive payment.

25. New Mexico Employees Health Coverage

- a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, the Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in

the aggregate of any contracts between Contractor and the State exceed \$250,000.

b. The Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.

c. The Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information:

<http://www.insurenwemexico.state.nm.us/>.

d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

### SECTION III EVALUATION

The following is a summary of evaluation factors with point values assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTORS	POINTS
a. General Information	5
b. Proposed Approach to Providing Cost-Effective Representation	15
c. Experience in Inter-Governmental Affairs	15
d. Experience in Real Estate Easements, Licensing, and Title Issues	15
e. Experience in Contracts and Agreements	15
f. Experience in Human Resources and Employment Law	15
g. Experience in NM Water Law and Administration	5
h. Experience in Endangered Species Act and Related Issues	5
i. Proposed Costs	10
<b>TOTAL SCORE</b>	<b>100</b>
j. Supplementary Information	<b>0</b>
k. Current Clients and Conflict of Interest, Campaign Contribution, Debarment & Suspension, and Acknowledgement of Receipt Form	<b>MANDATORY</b>

Describe how the services will be provided or what tasks will be performed in response to the Evaluation Criteria and the Scope of Work. The scope of work indicates "what" the Offeror is supposed to do; the description of services should allow "how" the Offeror intends to perform the services.

Discuss prior experience and qualifications related to accomplishing the scope of work contained in Section V.

**A. General Information: (5 points, limited to two (2) pages)**

1. Must have at minimum 5 years experience in the representation of local governmental units in New Mexico. Offeror must include complete details of the firm's and/or individual experience in the legal representation of small governmental units in New Mexico, including familiarity with the New Mexico Procurement Code, New Mexico State Statutes, and enabling legislation for the VCAFCO. Offeror must also describe experience in issues specific to the VCAFCO.
2. Name and Address of your organization or office and nature of the organization (individual, partnership or corporation, private or public, profit or non-profit).
3. Size of Organization
4. General description of your organization's history, capabilities, experience, expertise, and philosophy.

**B. Proposed approach to providing cost-effective representation: (15 points, limited to four (4) pages)**

1. Provide a narrative description of the steps routinely taken and procedures routinely used to ensure that legal representation is provided on a cost-effective basis. Discuss matters such as settlement strategy.
2. Discuss how you would propose to manage a case that might be unusual or beyond the scope of this contract, especially with regard to controlling costs.

**C – H Experience in areas of Law: (70 Points limited to ten (10) pages)**

Describe how the services will be provided or what tasks will be performed in response to the Evaluation Criteria and the Scope of Work. The scope of work indicates “what” the Offeror is supposed to do; the description of services should allow “how” the Offeror intends to perform the services.

Discuss prior experience and qualification related to accomplishing the Scope of Work contained in Section V. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror’s proposal. Indicate those lawyers and legal assistants with your firm who would be assigned to work in these areas, with the following information.

1. Name;
2. Number of years of practicing in the area of law, specialization, if any;
3. Date licensed in New Mexico, if applicable;
4. A summary of his/her educational background, special training, award;
5. A summary of his/her general litigation experience;
6. A summary of his/her experience in the selected area of law;
7. A summary of his/her experience with governmental entity issues;
8. A listing of his/her CLE classes for the 2 calendar years; and
9. For three (3) significant cases mentioned in the experience summaries, provide a reference person who can be contacted regarding the work performed.

**I. Cost Proposal: (10 points fill in form as required)**

For each category of personnel, indicate the hourly rate to be charged. Also, indicate the type and amount of any expenses per State of New Mexico Department of Finance and Administration guidelines.

Include the following items in the cost proposal:

1. Proposed rate per hour for each category of personnel assigned to the project.
2. The types and amounts of any additional costs, such as out-of-pocket expenses.
3. Applicable gross receipts tax

**J. Supplementary Information (Zero Points, limited to eight (8) pages)**

Related Experience and Qualifications - This information may be provided in addition to the required information contained in the Proposal (Section C-H above). Although no evaluation points are assigned for supplementary information, they may be considered and may contribute to points awarded in each category of the proposal. Supplemental information may include, but is not limited to, the following:

1. The names of all attorneys who are associated with the organization or office and the nature of their association (partner, shareholder, associate, etc.)
2. Detailed resumes
3. Regular - client references, preferably government entities.

**K. Current Clients and Conflict of Interest, Campaign Contribution, Debarment & Suspension, and Acknowledgement of Receipt Form: Mandatory:**

1. Please list all current or former clients (including pro bono) pertaining to representation of local governmental units, water issues, or real property matters, within the State of New Mexico within the past five (5) years.
2. Please identify any foreseeable or potential conflicts of interest that would result from such representation and how you would propose to resolve such conflicts. Offeror can not be currently representing another Government Agency in Valencia County.

**SECTION IV  
RESPONSE FORMAT AND ORGANIZATION**

**A. Number of Responses**

Offerors shall submit only one proposal for General Counsel Services.

**B. Number of Copies**

Offerors shall deliver one (1) original and Seven (4) identical copies of their proposal.

**C. Proposal Format**

Offerors shall organize their proposal as follows:

**D. Letter of Transmittal (limited to two pages)**

Include at least the following information:

1. Name, address, and telephone number of the Offeror;
2. Name and telephone number of primary contact;
3. Signature of the offeror or of an officer or employee who certifies that he/she has the authority to bind the Offeror;
4. Date of the proposal;
5. A statement that the offeror, if awarded the contract, will comply with contract terms and conditions outlined in this RFP;
6. A statement that the offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.

**SECTION V**  
**SCOPE OF WORK**

Offeror will handle all of the legal business of the VCAFCO, and perform those duties prescribed by the Board of Directors and CEO, including ensuring maximum protection of the VCAFCO legal rights within the limits prescribed by law. These services may include, but are not limited to the following areas:

**A.** Shall be responsible for drafting, reviewing, and advising on intergovernmental agreements related to flood control and watershed management activities, including but not limited to County, Bosque and Arroyo management, levee and drainage infrastructure construction and maintenance, stormwater system operations, and coordination with municipalities, counties, state agencies, tribal governments, and federal agencies. Shall assist in drafting State and Federal legislation. Attend hearings of legislative committees and testify as requested.

**B.** Shall be responsible for drafting, reviewing, and/or approving contracts, leases, agreements, construction contracts, deeds, resolutions, material source agreements, easements, rights-of-way, and other legal documents as requested.

**C.** Shall assist in responding to Inspection of Public Records Act (IPRA) requests as requested by staff.

**D.** Shall respond to or work with insurance defense counsel in connection with lawsuits pertaining to flooding, drainage failures, drowning, and other tort matters, as well as quiet title, foreclosure, bankruptcy, condemnation, and workers' compensation matters.

**E.** Shall institute legal proceedings whenever requested to do so by the Board of Directors, accept service of process on behalf of the District, and enter appearances in legal proceedings instituted against the District. Shall represent the District, the Board of Directors, and its officers and employees for acts performed in their official capacity, consistent with applicable law and the Open Meetings Act.

**F.** Shall serve as lead counsel on human resources and employment law matters, recognizing that the District may also contract with additional specialized counsel as needed.

**G.** Shall provide legal assistance, advice, and direction to the Board and staff on all matters related to FEMA floodplain regulations, EPA, NMED, water quality requirements, intergovernmental agreements, contracts, rights-of-way, licensing issues, and other operational legal matters.

**H.** Shall attend Board and informational meetings at the discretion of the Board at regularly scheduled meetings. Numerous oral legal opinions may be requested during meetings.

**I.** Shall be responsible for providing written legal opinions upon request of the Board or authorized District staff.

**J.** Shall represent the District in all legal matters normally performed by general counsel for a public corporation or political subdivision.

**K.** Shall maintain familiarity with applicable District policies and all relevant State and Federal statutes and regulations, including the New Mexico Open Meetings Act and Inspection of Public Records Act (IPRA).

**L.** Shall cooperate fully and in good faith with other counsel retained by the District and, as appropriate, make joint or independent recommendations and reports to the Board of Directors.

**M.** May retain or engage sub-consultants or specialized counsel to assist with District matters as deemed necessary, subject to approval by the Board of Directors.

**N.** Shall assist in any Board election or governance matters as requested by the Board or Chief Executive Officer.

**O.** Shall provide any other legal services as requested by the Board of Directors.

**SECTION VI  
COST RESPONSE FORM**

**PLEASE NOTE: All Travel and Per Diem shall be in conformance with the New Mexico Department of Finance and Administration regulations governing the Per Diem and Mileage Act.**

<b>FEE STRUCTURE</b>		
<b>DESCRIPTION (List lead attorney and all others)</b>	<b>NAME</b>	<b>HOURLY *</b>
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
Paralegal(s)		\$
1.		\$
2.		\$
Law Clerk(s)		\$
Other		\$
		\$
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
Courier		\$
Photocopies		\$
Facsimile Transmission and Receipts		\$
Long Distance Calls		\$
Other (Please Add & Detail)		\$

**FIRM OR  
INDIVIDUAL:**

---

**ADDRESS:**

---

**TELEPHONE NO:**

---

**E-MAIL  
ADDRESS:**

---

**SUBMITTED BY:**

---

**NAME**

**SIGNATURE**

**TITLE:**

---

**DATE:**

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**\*(For the hourly rate shown provide a description of the Offeror's definition of a billable hour and the offeror's policy with respect to billing for such items as interoffice consultation among lawyers, research, travel, unsuccessful attempts to reach people by telephone, etc.)**

**NOTICE**  
**TO ALL OFFERORS**

**THIS IS A REMINDER THAT THE VALENCIA COUNTY ARROYO FLOOD CONTROL DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY BIDS OR PROPOSALS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR PROPOSALS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.**

## *APPENDIX 1*

### *CAMPAIGN CONTRIBUTION DISCLOSURE FORM*

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

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

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

The following definitions apply:

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

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

Campaign Contributions Page 1 of 3“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

“**Name(s) of Applicable VCAFC D Public Official(s)**”  
(Brenda Hume, Tyler Otero, Charles Schick, Mike Montoya, and Danny Goodson)

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

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

Name of Applicable VCAFC D 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**APPENDIX 2**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT  
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Valencia County Arroyo Flood Control District (VCAFCD) and the successful Bidder pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. VCAFCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bids a certification to VCAFCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although VCAFCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which VCAFCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to VCAFCD, VCAFCD may terminate the contract resulting from this request for bids for default.*

*The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in the rejection of the Bidder’s bid for nonresponsibility and the withholding of an award under this RFB. If the Bidder’s certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder’s failure to provide such explanation will result in rejection of the Bidder’s bid. If the Bidder’s certification indicates that that any of the items in paragraph (a), below, exists, VCAFCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if VCAFCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will VCAFCD award a contract to a Bidder if the requested exception is not granted for the Bidder.*

(a)(1) By signing and submitting a bid in response to this RFB, the Bidder certifies, to the best of its knowledge and belief, that:

(i) The Bidder and/or any of its Principals-

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

- (B) Have  have not , within a three-year period preceding the date of the Bidder's bid, been convicted of or 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have  have not  within a three-year period preceding the date of Bidder's bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have  have not  been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

## **APPENDIX 3**

### **RESIDENT BUSINESS AND/OR RESIDENT VETERANS / NATIVE AMERICAN RESIDENT BUSINESS CERTIFICATION**

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), the Consultant must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / Native American Resident Business to receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, issued by the taxation and revenue department. Qualifications for preference are stated in 13-1-22.

- Resident Business Certificate
  
- Resident Veterans / Native American Resident Certificate

**RESIDENT BUSINESS CERTIFICATION**

(Copy of Certificate to be included)

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

Resident Business Certificate Number: \_\_\_\_\_

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

**RESIDENT VETERAN’S / NATIVE AMERICAN BUSINESS  
CERTIFICATION**

Consultant’s Company Name: \_\_\_\_\_

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

Consultants must include a copy of the Resident Veteran’s Business Certificate with their proposal.

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

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

**APPENDIX 4**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

E. The consultant or sub-consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub-consultant shall immediately make full disclosure in writing to the chief procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions that the consultant or sub-consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

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

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

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

(Authorized Representative and Affiant)

## APPENDIX 5

### **NEW MEXICO EMPLOYEES HEALTH COVERAGE**

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

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

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

**APPENDIX 6**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**GENERAL COUNSEL RFP**  
**richard@mrgcd.us**

1.  Complete the RFP copy beginning with the Title Page and ending with Appendix 6
2.  Addendum/Amendment No. \_\_\_\_\_

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with Appendix 6.

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than the close of business on May 5th, 2026. Only potential Offerors who elect to return this form completed indicating the intention of submitting a proposal will receive copies of Offeror questions and responses as well as RFP addendums/amendments if any are issued.

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

**REPRESENTATIVE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to the Request for Bid/Proposal.

**Firm Does / Does Not (circle One) intend**