

REQUEST FOR PROPOSALS
FOR
PENSION, TAX, AND FIDUCIARY LEGAL COUNSEL SERVICES
RFP # 2010-08

STATE OF NEW MEXICO
EDUCATIONAL RETIREMENT BOARD

FEBRUARY 12, 2010

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Educational Retirement Board (the “ERB” or the “Agency”) is requesting proposals for providers of legal counsel for pension, tax, and fiduciary legal services as further described below.

B. SUMMARY SCOPE OF WORK

The selected Offeror(s) shall provide legal counsel as requested by the ERB, its Executive Director, General Counsel or designated staff for pension, tax, and fiduciary law matters, including without limitation:

1. Provide advice on matters relating to the application of the federal statutes, including the Internal Revenue Code, to ERB and the Educational Retirement Fund.
2. Review and provide advice regarding existing and proposed state and federal statutes, rules, polices, and procedures to insure compliance with Internal Revenue Code and other federal requirements as applicable.
3. Assist the ERB in obtaining and maintaining Internal Revenue Service approval of educational pension plans created by the Educational Retirement Act.
4. Provide advice regarding general pension law issues.
5. Provide advice on fiduciary law issues.
6. Assist ERB management and staff in drafting and revising proposed statutes, rules, policies, and procedures.
7. Provide legal counsel as requested on other pension, tax, and fiduciary law matters.

The scope of services defined in the final contract between ERB and the successful Offeror will be binding and will supersede this section of the RFP if different from the scope of services defined here.

Services will be performed outside of New Mexico, unless otherwise directed by the Agency.

C. SCOPE OF PROCUREMENT

The Offeror shall provide the Agency legal counsel related to pension, tax, and fiduciary law matters regarding the ERB and the Educational Retirement Fund.

D. PROCUREMENT MANAGER

ERB has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below.

Margo Salazar, Procurement Manager
New Mexico Educational Retirement Board
Street: 701 Camino de los Marquez, Santa Fe, New Mexico 87505
Mail: Post Office Box 26129, Santa Fe, New Mexico 87502
Phone: (505) 827-8030
Fax: (505) 827-1855
margo.salazar@state.nm.us

All deliveries via mail should be addressed to the Post Office Box set forth above. Deliveries by courier or express carrier (including proposal delivery) should be addressed as follows:

Margo Salazar, Procurement Manager
New Mexico Educational Retirement Board
701 Camino de los Marquez
Santa Fe, New Mexico 87505

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of ERB. Potential Offerors and Offerors may not contact or communicate with ERB board members or members of the Evaluation Committee regarding RFP # 2010-08 during the procurement process. Communications with ERB board members or members of the Evaluation Committee regarding other matters is not prohibited.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document. Definitions contained in the Procurement Code also apply to this procurement.

“Act” means the Educational Retirement Act, §22-11-1 *et seq.* NMSA 1978, as amended.

“Board” or “ERB” means the Educational Retirement Board.

“Close of Business” means 5:00 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”).

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee” means a body appointed by ERB management to perform the evaluation of Offeror proposals.

“Executive Director” means the Executive Director of ERB.

“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.

“Fund” is the Educational Retirement Fund.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”).

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

“Procurement Code” means the New Mexico Procurement Code, §13-1-28 through 13-1-199 NMSA 1978.

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

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

“State” means the State of New Mexico.

F. BACKGROUND INFORMATION

This section provides background on the Educational Retirement Board which may be helpful to potential Offerors in preparing their proposals. The information is provided as an overview and is not intended to be a complete or exhaustive description.

ERB Mission

ERB is a statutory entity that provides secure retirement benefits for its active and retired members from school districts, higher education and educational agencies.

ERB strives to make its members' retirement experience optimal by:

- Prudently managing the financial assets of the Fund;
- Providing prompt, courteous and accurate responses to members' inquiries;
- Counseling members on an individual basis related to retirement issues;
- Educating members about both the financial and personal aspects of retirement;
- Soliciting member input for improving services.

ERB is consistently building the skills, capacities and competencies of its employees in order to provide its members caring and quality service.

ERB has approximately 64,000 active members, 32,000 retirees and an over \$8 billion portfolio to manage. ERB manages one of the highest-ranking public pension plans in the country in terms of return on investment. Active members range from bus contractors and drivers to university professors. About 1,720 educators retire every year and the benefit payroll to retirees averages \$48.7 million a month.

Organization of ERB

The management of ERB is vested in a board of seven members. The Board stands in a fiduciary relationship to the members covered under the Act. Administrative management of the fund is vested in an Executive Director, who is appointed by the Board. Board meetings are open to the public.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule; however, there is no guarantee that this schedule will be followed.

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	ERB	February 12, 2010
2.	Distribution List Response	Potential Offeror	February 22, 2010
3.	Deadline to Submit Questions	Potential Offeror	February 26, 2010
4.	Response to Written Questions/RFP Amendments	ERB	March 5, 2010
5.	Submission of Proposal	Offeror	March 12, 2010
6.	Proposal Evaluation	Evaluation Committee	March 15-19, 2010
7.	Selection of Finalists	Evaluation Committee	March 19, 2010
8.	Best and Final Offers from Finalists	Offeror	March 26, 2010
9.	Oral Presentation by Finalists	Offeror	March 30, 2010
10.	Finalize Contract	ERB, Offeror	March 31 –April 5, 2010
11.	Contract Award	ERB	April 16, 2010
12.	Protest Deadline	Offeror	15 calendar days after knowledge of the factors or occurrences giving rise to the protest

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by ERB. The RFP will be released on February 12, 2010.

2. Distribution List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (See Appendix A) in order to be placed on the procurement distribution list. The form should be signed by an authorized representative of the Offeror, dated and returned by close of business on February 22, 2010.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. An e-mail address is mandatory for the receipt of written responses to questions and RFP amendments. Failure to return this form, or to provide complete contact information, including an e-mail address, shall mean that the potential Offeror's name will not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on February 26, 2010. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed no later than March 5, 2010 via e-mail to all potential Offerors whose names appear on the procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON MARCH 12, 2010. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D, which is as follows:

Margo Salazar, Procurement Manager
New Mexico Educational Retirement Board
Street: 701 Camino de los Marquez, Santa Fe, New Mexico 87505
Mail: Post Office Box 26129, Santa Fe, New Mexico 87505

Santa Fe, New Mexico 87502 All deliveries via mail should be addressed to the Post Office Box set forth above. Deliveries by courier or express carrier (including proposal delivery) should be addressed as follows:

Margo Salazar, Procurement Manager

New Mexico Educational Retirement Board
701 Camino de los Marquez
Santa Fe, New Mexico 87505

All proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the PENSION, TAX, AND FIDUCIARY LEGAL COUNSEL SERVICES - GENERAL REQUEST FOR PROPOSALS, ERB RFP # 2010-08. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to § 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 of proposals will be performed by an evaluation committee appointed by ERB management. This process will take place between March 15 and March 19, 2010. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Agency, in its sole discretion, may enter into contract negotiations with an Offeror without selecting Finalists to present best and final offers and conduct oral presentations, or it may select Finalists. If it selects Finalists, only those Finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations, if any, will be determined during the evaluation process.

8. Best and Final Offers from Finalists

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by March 26, 2010. Best and final offers may be clarified and amended at the Finalist's oral presentation.

9. Oral Presentation by Finalists

At the discretion of the Evaluation Committee, finalists may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each finalist Offeror presentation. All Finalist presentations will be held at a location to be determined in Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

10. Finalize Contract

Contracts will be finalized with the most advantageous Offeror by March 31, 2010. In the event that mutually agreeable terms cannot be reached within the time specified, ERB reserves the right to finalize a contract or contracts with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Award

After contract negotiations, the Evaluation Committee shall select the Offeror whose proposal is most advantageous to ERB, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The Executive Director, who may be a member of the Evaluation Committee, shall award the contract. Pursuant to §13-1-98 (CC), the award is not subject to DFA approval.

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. Protests must be written and must include the name and address of the protestor and the request for proposals number. A protest must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with ERB. ERB will make contract payments

only to the prime Contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. 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 material that is exempted from disclosure pursuant to the Inspection of Public Records Act, §14-2-1, *et seq.* NMSA 1978 ("IPRA"). The Procurement Manager 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:

- a) Material that the Offeror believes is exempted from disclosure pursuant to IPRA should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

- b) If a request is received for disclosure of material which an Offeror has marked proprietary or confidential, ERB shall examine the material and make a written determination that specifies which portions of the material, if any, are exempt from disclosure pursuant to IPRA. Unless the Offeror takes legal action to prevent the disclosure, all material determined by ERB as required to be released under IPRA will be so disclosed.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services unless or until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

ERB requires that all Offerors agree to be bound by the General Requirements contained in this RFP. **For this reason, ERB recommends that Offerors have the terms and conditions contained herein reviewed by counsel.** Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between ERB and a successful Offeror will follow the format specified by

ERB and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, ERB reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised 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 ERB's terms and conditions, as contained in this Section or in Appendix B, said Offeror must so note in its proposal and propose specific alternative language. ERB 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 to ERB 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.

16. 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 negotiated with ERB.

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

ERB reserves the right to require a change in Contractor Representatives if the assigned representatives are not, in the opinion of ERB, meeting its needs adequately.

20. Notice

The Procurement Code, § 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.

21. Agency Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and Contractors must secure from ERB written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this RFP shall become the property of ERB and the State of New Mexico.

24. Electronic mail address required

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

25. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit one (1) original and three (3) copies of its proposal to the location specified in Section II, Paragraph B(5) on or before the closing date and time for receipt of proposals.

B. PROPOSAL FORMAT

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

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Specifications
- e) Campaign Contribution Form
- f) Response to Agency Terms and Conditions (if any)
- g) Offeror's Additional Terms and Conditions (if any)
- h) Other Supporting Material

Within each section of their proposals, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the RFP number;
- b) identify the submitting Offeror;
- c) identify the name and title of the person authorized to contractually obligate the Offeror;
- d) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the Offeror;
- e) identify the names, titles and telephone numbers of persons to be contacted for clarification;

- f) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C(1);
- g) be signed by the person authorized to contractually obligate the Offeror; and
- h) acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications may result in the disqualification of the proposal as non-responsive.

MANDATORY SPECIFICATIONS

1. Experience

Offeror must submit a statement of relevant experience. The documentation must thoroughly describe how the Offeror has provided similar services for other pension funds and include information regarding the Offeror's knowledge of New Mexico public pension funds and ERB in particular.

2. References

Proposals must include three (3) references from those for whom the Offeror performed similar services. The minimum information that must be provided about each reference is:

- a) Name of entity services were provided for
- b) Address of entity
- c) Name of contact person
- d) Telephone number of contact person
- e) Type of services provided and dates services were provided
- f) E-mail address (if available)

3. Proposed Staff Experience

If Offeror is not an individual, it must submit resumes of all proposed professional staff members who will be performing services under the contract, including attorneys and support personnel. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience

as well as any certifications or other professional credential that clearly shows proposed staff member's expertise.

4. Cost

Offerors must submit a cost proposal that includes the type of billing (e.g. monthly vs. hourly format), rates and expenses for which the Offeror would seek reimbursement.

5. Oral Presentation

If selected as a Finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the oral presentation.

6. New Mexico Employees Health Insurance

Employee health insurance coverage is mandatory to be awarded a contract based on this RFP. To be responsive to this RFP, and to eligible for contract award, the Offeror must agree to the following:

- 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, Offeror must agree to:
 - i. 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - ii. 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - iii. 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b) Offeror must agree 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) 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 web site link to additional information: <http://insurenemexico.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, \$500,000 or \$1,000,000.

7. Campaign Contribution Disclosure Form

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

V. EVALUATION

A. EVALUATION FACTORS

All responsive proposals will be evaluated according to the following criteria.

	<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1.	Previous experience providing pension, tax and fiduciary legal counsel services to pension funds of similar size as ERB	50
2.	Experience with and knowledge of tax codes, revenue rulings, state and federal statutes relating to pension funds and fiduciary law matters that apply to pension plans similar to ERB	25
3.	Cost	<u>25</u>
	TOTAL	100

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B(6).
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C(17).
4. Responsive proposals will be evaluated on the factors in Section V, Paragraph A that have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from oral presentations, if made, will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to ERB, taking into consideration the evaluation factors in Section V, Paragraph A, will be recommended for contract award as specified in Section II, Paragraph B(11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
REQUESTS FOR PROPOSALS
for
PENSION, TAX, AND FIDUCIARY LEGAL COUNSEL
ERB RFP # 2010-08

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on February 22, 2010. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and ERB's written responses to those questions as well as RFP amendments, if any are issued.

POTENTIAL OFFEROR: _____

REPRESENTED BY: _____

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 Proposal.

Potential Offeror does/does not (circle one) intend to respond to this Request for Proposals.

Margo Salazar, Procurement Manager
New Mexico Educational Retirement Board
Street: 701 Camino de los Marquez, Santa Fe, New Mexico 87505
Mail: Post Office Box 26129, Santa Fe, New Mexico 87502
Phone: (505) 827-8030
Fax: (505) 827-1855

APPENDIX B
CONTRACT TERMS AND CONDITIONS

STATE OF NEW MEXICO
PROFESSIONAL SERVICES CONTRACT #10-352-0000-10**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **EDUCATIONAL RETIREMENT BOARD OF NEW MEXICO** (the “ERB” or the Agency”, hereinafter referred to as the "Agency," and * (“Contractor”), and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK.

A. Contractor shall provide legal counsel as requested by the ERB, its Executive Director, General Counsel or designated staff for pension, tax, and fiduciary law matters, including without limitation:

- (1) Provide advice on matters relating to the application of the federal statutes, including the Internal Revenue Code, to ERB and the Educational Retirement Fund.
- (2) Review and provide advice regarding existing and proposed state and federal statutes, rules, polices, and procedures to insure compliance with Internal Revenue Code and other federal requirements as applicable.
- (3) Assist the ERB in obtaining and maintaining Internal Revenue Service approval of educational pension plans created by the Educational Retirement Act.
- (4) Provide advice regarding general pension law issues.
- (5) Provide advice on fiduciary law issues.
- (6) Assist ERB management and staff in drafting and revising proposed statutes, rules, policies, and procedures.
- (7) Provide legal counsel as requested on other pension, tax, and fiduciary law matters.

B. Services will be performed outside of New Mexico, unless otherwise directed by the Agency.

C. Performance Measures. Contractor shall substantially perform the following Performance Measures:

See Attachment 1 (Performance Measures).

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page 9.

2. COMPENSATION.

A. Fees.

(1) Contractor shall be compensated on an hourly fee basis. Agency shall pay to Contractor in full payment for services satisfactorily performed at the rates (the "Hourly Fees") set forth in Attachment 2 (Fee Schedule), such compensation not to exceed \$*, excluding gross receipts tax. The total amount payable to Contractor under this Agreement, including expenses, as provided for in Attachment 2, shall not exceed \$*.

(2) The \$* amount is a maximum and not a guarantee that the work assigned to Contractor to be performed under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach \$*. Contractor's invoice shall include the Total Compensation available, the amount previously billed, the amount of the current invoice, and the balance remaining available (e.g. Total Compensation, less total of amount previously billed and current billing = balance remaining available). In no event will Contractor be paid for services provided in excess of the Total Compensation amount without this Agreement being amended in writing prior to those services in excess of the Total Compensation amount being provided.

B. Payment subject to Availability of Funds; Receipt of Invoices. Payment is subject to availability of funds pursuant to the Paragraph 5 (Appropriations) set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1 (Scope of Work), and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Detailed Statement. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from Contractor that payment is requested, it shall provide Contractor a letter of exception explaining the defect or objection to the services, and outlining steps Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. TERM. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate * year(s) from the effective date of this Agreement unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a

professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. TERMINATION.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if the Agency is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to Paragraph 5 (Appropriations). *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the Agency or Contractor of notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and, 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. APPROPRIATIONS. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF CONTRACTOR. Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of

New Mexico. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT. Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. SUBCONTRACTING. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. RELEASE. Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. CONFIDENTIALITY. Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the Agency. Other than names of members and local administrative units by which a member was employed; dates of employment, retirement and reported death; service credit; reported salary; and amounts of contributions made by members and local administrative units, Contractor shall not allow public inspection or disclosure of any information regarding a member or retired member to anyone except: (1) the member, retired member or the spouse or authorized representative of the member or retired member; (2) other persons specifically identified in a prior release and consent, in the form prescribed by the Educational Retirement Board, executed by the member, retired member, spouse or authorized representative; or (3) the attorney general, appropriate law enforcement agencies, the state auditor or the public education department or higher education department, if the information provided relates to contributions, payments or management of money received by, or the financial controls or procedures of, a local administrative unit. No person receiving information disclosed by a violation of Section 22-11-55 NMSA 1978 shall disclose that information to any other person unless authorized by an applicable confidentiality agreement, Educational Retirement Board rule or state law. Whoever knowingly violates a provision of the Section 22-11-55 NMSA 1978 is guilty of a petty misdemeanor and shall be sentenced in accordance with Section 31-19-1 NMSA 1978. Contractor will not disclose any information provided by the Agency, regardless of whether it is confidential, unless it first receives written permission from the Agency's Executive Director, Deputy Director, General Counsel, or Chief Information Officer. Contractor shall promptly notify Agency if they receive any requests for member or retiree information.

11. PRODUCT OF SERVICE -- COPYRIGHT. All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall

be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

12. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.** Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. **AMENDMENT.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

15. **PENALTIES FOR VIOLATION OF LAW.** The 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 kickbacks.

16. **EQUAL OPPORTUNITY COMPLIANCE.** Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **APPLICABLE LAW.** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in the District Court for the First Judicial District of New Mexico. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **WORKERS COMPENSATION.** Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Contractor fails to comply with

the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. RECORDS AND FINANCIAL AUDIT. Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of Contractor resulting in injury or damage to persons or property during the time when Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Contractor, Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. NEW MEXICO EMPLOYEES HEALTH COVERAGE.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this Agreement, to:

(1) Have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars, or;

(2) Have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars, or;

(3) Have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.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), Contractor agrees these requirements shall apply the first day of the second month after Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. INVALID TERM OR CONDITION. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. NOTICES. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Jan Goodwin, Executive Director
Educational Retirement Board of New Mexico
Street: 701 Camino de los Marquez, Santa Fe, NM 87505-0129
Mail: P. O. Box 26129, Santa Fe, NM 87505-1826

With a copy separately addressed and delivered to the Agency's General Counsel at the address set forth above.

To the Contractor: (contractors name and address)

25. AUTHORITY. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and

authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF SIGNATURE BY THE DFA CONTRACTS REVIEW BUREAU BELOW.

EDUCATIONAL RETIREMENT BOARD

By: _____ Date: _____
Jan Goodwin, Executive Director

By: _____ Date: _____
Agency's Legal Counsel - Certifying legal sufficiency

By: _____ Date: _____

Name: _____
(Printed)

Its: _____
(Title)

The New Mexico Taxation and Revenue Department has determined that this contractor is not subject to gross receipts taxes as the work under this contract is performed outside the state of New Mexico.

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

**ATTACHMENT 1
SCOPE OF WORK
PERFORMANCE MEASURES**

Goal: The Agency's goal is to provide accurate and effective services to its members.

Objective: The objective of this Agreement is for Contractor to assist the Agency with pension, tax and fiduciary law matters.

Activities: Contractor will assist the Agency's by providing professional legal counsel with matters pertaining to pension, tax and fiduciary duty issues.

ATTACHMENT 2 FEE SCHEDULE

APPENDIX C 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 proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Contractor signs the contract, if the aggregate total of contributions given by the prospective Contractor, a family member or a representative of the prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred

in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—OR—

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

Signature

Title (Position)

Date