

# Board of Commissioners



**Colfax County**  
*New Mexico*

**Dist. 1: Si Trujillo**  
Chairman  
505-617-6893  
strujillo@co.colfax.nm.us

**Dist. 2: Mary Lou Kern**  
Vice Chair  
505-617-6895  
kern@co.colfax.nm.us

**Dist. 3: Bret E. Wier**  
Member  
505-652-0039  
bwier@co.colfax.nm.us

## Special Meeting September 4, 2024 Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Special Session on Wednesday, September 4, 2024, at 9:00 A.M. in the Commission Chambers, 3<sup>rd</sup> floor at the Colfax County Building, Raton, NM for the following:

1. Call To Order.
2. Pledge of Allegiance
3. Salute to the New Mexico Flag.
4. Approve Agenda Recognize Visitors
5. Discuss/Action – Department of Information Technology office of Broadband Access and Expansion Grand Agreement Between the State of New Mexico and Colfax County.
6. Discuss/Action – Rural Air Service Enhancement Aviation Grant Agreement Between the State of New Mexico and Colfax County.
7. Discuss/Action – VMDC Corrections Officer Recruitment Fund Grand Agreement.
8. Discuss/Action – Task Order No.2 Professional Service Agreement Between Molzen-Corbin and Associates (Engineer/Architect) and Colfax County Event Center.
9. Discuss/Action – Professional Services Agreement between Colfax County and MRS Monitoring Recovery Services.
10. Discuss – Tax Rates Assessor.
11. Ajourn

Done this 27<sup>th</sup> Day of August 2024.

**County Manager – Monte K. Gore**  
mgore@co.colfax.nm.us

P.O. Box 1498  
Raton, New Mexico 87740

Office. 575-445-9661  
Fax. 575-445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)

**TASK ORDER NO. 2**

**TASK TITLE: Professional Services for Final Design and Construction Phase Services for Event Center Improvements at the Colfax County Event Center**

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:  
This task order includes the work necessary to:

- Perform on site measuring and photo documentation of existing conditions.
- Confirm utility adequacy for proposed development.
- Perform site and building final design and construction budget for review and approval. Design to include an addition to the existing pre-engineered metal building currently being utilized as an event center, building improvements including electrical service upgrade, interior lighting replacement, fire sprinkler system, building insulation upgrades and water service necessary for the fire sprinkler system. The approximate 750 SF addition shall include women's and men's restrooms, a family restroom, janitor's closet, and drinking fountains. Improvements will also include replacement of the septic system leach field.
- Prepare civil, architectural, structural, electrical drawings, mechanical and plumbing drawings.
- Prepare construction cost estimate.
- Prepare bidding documents and assist the County in the construction bid advertisement and review of the bids received.
- Conduct preconstruction conference, respond to requests for information from the Contractor, review pay requests and make periodic site visits to review the construction.
- Conduct punchlist and final inspections and coordinate construction close-out documents.

This task order assumes the County will provide a boundary survey or plat of the property and does not include any environmental documentation or permitting. MCA assumes that the existing septic tank is adequately sized and not in need of replacement, and therefore the task order does not include design for a replacement tank.

The ENGINEER/ARCHITECT will be paid a lump sum fee as stated and as based upon the attached man-hour estimate. Invoices will be submitted based on milestone accomplishments. Total for the services proposed in this task order is \$163,415.05 excluding New Mexico Gross Receipts Tax. This task order considers the consolidation of the bid packages from three to one from the original bidding plan and excludes the amount for work previously completed and billed.

The ENGINEER/ARCHITECT estimates the design will be completed prior to September 30, 2024.

Proposed by  
ENGINEER/ARCHITECT  
Date 7/16/24

Approved by County  
Date \_\_\_\_\_

*For Client Use Only*

Department	Project	P.O. No.	Account Number
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**CONTRACT AMOUNT**  
**Project Name: Colfax County Event Center**  
**Client: Colfax County**



**Project Manager: Vince Payne**

**COST**                      **CALCULATED CONTRACT AMOUNT**

<b>BASIC FEE (Labor)</b>				
<b>SUBTOTAL LABOR</b>				\$131,256.25
<b>OTHER DIRECT SUBCONSULTANTS</b>		<b>Sub Type</b>	<b>Phase</b>	
Testudo		Fire Protection/Mech. Plumb.		\$14,000.00
ABQ Engineering		Structural		\$2,400.00
<b>SUBTOTAL OTHER DIRECT SUBCONSULTANTS</b>				\$16,400.00
<b>Reimbursable Markup (if any)</b>				10% \$1,640.00
<b>SUBTOTAL OTHER DIRECT SUBCONSULTANTS</b>				\$18,040.00
<b>OTHER DIRECT EXPENSES (ODE'S)</b>		<b>Quantity</b>		
In-House Copies	\$0.11	250.00		\$27.50
In-House Color Copies (8 1/2 x 11)	\$1.00	50.00		\$50.00
In-House Color Copies (11 x 17)	\$2.00	50.00		\$100.00
In-House Large Format Plots	\$3.00			\$0.00
Commercial Copies	\$0.06	1,500.00		\$90.00
Commercial Prints	\$1.02	90.00		\$91.80
Commercial Color Copies	\$1.50			\$0.00
In-House or Commercial Mylars	\$10.50			\$0.00
Mileage	\$0.655	7,000.00		\$4,585.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$98.00			\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)	\$59.00	20.00		\$1,180.00
Photo				
Postage				
Supplies				
<b>SUBTOTAL OTHER DIRECT EXPENSES</b>				\$6,124.30
<b>TOTAL BASIC FEE</b>				\$155,420.55
<b>REIMBURSABLE SUBCONSULTANTS</b>		<b>Phase</b>		
Subconsultant Subtotal				\$0.00
				\$0.00
				\$0.00
<b>In House Survey From Survey Contract Amount (Excluding GRT)</b>				\$7,995.50
<b>SUBTOTAL ADDITIONAL SERVICES</b>				\$0.00
<b>REIMBURSABLES</b>				
		<b>Quantity</b>		
In-House Copies	\$0.11			\$0.00
In-House Color Copies (8 1/2 x 11)	\$1.00			\$0.00
In-House Color Copies (11 x 17)	\$2.00			\$0.00
In-House Large Format Prints	\$3.00			\$0.00
In-House Large Format Plots	\$3.00			\$0.00
Commercial Copies	\$0.06			\$0.00
Commercial Prints	\$1.02			\$0.00
Commercial Color Copies	\$1.50			\$0.00
In-House or Commercial Mylars	\$10.50			\$0.00
Mileage	\$0.655			\$0.00
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$98.00			\$0.00
Meals - Per Diem (per person /per day)	\$59.00			\$0.00
Photo				
Postage				
Supplies/Misc.				
<b>SUBTOTAL REIMBURSABLES</b>				\$0.00
<b>SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES</b>				<b>\$163,416.05</b>
<b>NMGRT</b>	Use Appropriate GRT Rate From GRT Tab.		<b>5.8333%</b>	\$9,532.55
<b>TOTAL</b>				<b>\$172,948.60</b>

**ARCHITECTURE MANHOOR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne



No.	Project Task	ARCHITECTURE						ADMIN			
		Principal Architect	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals
<b>III.</b>	<b>Design Development (60%)</b>										
1							0.00			0.00	
2	Review of Preliminary Design with owner - Virtual		1.50				1.50			0.00	
3	Revise Base Plan		0.75		3.00		3.75			0.00	
4	Coordinate Civil Engineering / Site Utilities			3.00			3.00			0.00	
5	Coordinate Mech / Fire Protection / Plumbing Engineering			3.00			3.00			0.00	
6	Coordinate Electrical			2.00			2.00			0.00	
7	Finishes Selection			2.00			2.00			0.00	
8	Door and Hardware Coordination			3.00			3.00			0.00	
9	Update Floor Plans			0.50	2.00		2.50			0.00	
10	Demolition Plan Update			0.50	2.00		2.50			0.00	
11	Details Update		1.50		6.00		7.50			0.00	
12	Finishes Plan			0.50	3.00		3.50			0.00	
13	Internal Drawing Coordination						0.00			0.00	
14	Technical Specifications		2.00				2.00	2.00		2.00	
15	Coordinate Document for Owner Review		1.00		3.00		4.00			0.00	
16	Owner Review		1.00				1.00			0.00	
17	Construction Cost Estimate		4.00				4.00			0.00	
18							0.00			0.00	
19							0.00			0.00	
20							0.00			0.00	
21							0.00			0.00	
22	<b>CADD Management</b>						0.00			0.00	
23	<b>Project Management</b>	4.00	4.00	8.00			16.00			0.00	
24	<b>Quality Assurance</b>	2.00	2.00				4.00			0.00	
<b>Subtotal Hours Design Development (60%)</b>		6.00	17.75	22.50	19.00	0.00	0.00	65.25	0.00	2.00	2.00
<b>Subtotal Fees Design Development (60%)</b>		\$1,500.00	\$3,727.50	\$3,487.50	\$2,280.00	\$0.00	\$0.00	\$10,995.00	\$0.00	\$200.00	\$200.00
<b>V.</b>	<b>Construction Documents (100%)</b>										
1							0.00			0.00	
2	Comment Review and Incorporation		0.75	0.75	2.00		3.50			0.00	
4	Revise Base Plan				4.00		4.00			0.00	
5	Final Coordinate Civil Engineering / Site Utilities			3.00	0.75		3.75			0.00	
6	Final Coordinate Mech / Fire Protection / Plumbing Engineering			3.00	0.75		3.75			0.00	
7	Final Coordinatation Electrical			3.00	0.75		3.75			0.00	
8	Final Finishes Selection			1.00			1.00			0.00	
9	Door and Hardware Final Coordination			1.00			1.00			0.00	
10	Finalize Floor Plans			0.50	4.00		4.50			0.00	
11	Finalize Demolition Plan			0.50	4.00		4.50			0.00	
12	Finalize Details			0.50	4.00		4.50			0.00	
13	Finalize Finishes Plan			0.50	2.00		2.50			0.00	

**ARCHITECTURE MANHOUR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne



No.	Project Task	ARCHITECTURE						ADMIN			
		Principal Architect	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals
14	Internal Drawing Coordination			0.50	2.00			2.50			0.00
15	Technical Specifications		6.00					6.00		4.00	4.00
16	Division 01 Specifications		4.00					4.00		2.00	2.00
17	Boiler Plate Coordination		4.00					4.00		4.00	4.00
18	Final Construction Cost Estimate		2.00					2.00			0.00
19	Coordinate Document for Owner Review			0.50	2.00			2.50			0.00
20	Owner Review		1.00	1.00				2.00			0.00
21	Incorporate Final Comments			2.00	4.00			6.00			0.00
22								0.00			0.00
23								0.00			0.00
24								0.00			0.00
25								0.00			0.00
23								0.00			0.00
27	<b>CADD Management</b>							0.00			0.00
28	<b>Project Management</b>	4.00	4.00	4.00				12.00			0.00
29	<b>Quality Assurance</b>		4.00	4.00	4.00		2.00	14.00			0.00
<b>Subtotal Hours Construction Documents (100%)</b>		4.00	25.75	25.75	34.25	0.00	2.00	91.75	0.00	10.00	10.00
<b>Subtotal Fees Construction Documents (100%)</b>		\$1,000.00	\$5,407.50	\$3,991.25	\$4,110.00	\$0.00	\$260.00	\$14,768.75	\$0.00	\$1,000.00	\$1,000.00
<b>VI. Bidding/Award</b>											
1	Advertisement for Bid		1.00					1.00		1.50	1.50
2	Questions		2.00	8.00				10.00			0.00
3	Prebid Conference			8.00				8.00			0.00
4	Addenda		2.00	8.00				10.00		4.00	4.00
5	Bid			8.00				8.00			0.00
6	Review Bids		4.00					4.00		4.00	4.00
7	Recommendation for award	0.50	2.00					2.50		0.50	0.50
8	Notice of award	0.50	1.00					1.50		0.50	0.50
9	Construction Contract Preparation	0.50	4.00					4.50			0.00
10								0.00			0.00
11	<b>Project Management</b>	4.00	4.00					8.00			0.00
12	<b>Quality Assurance</b>							0.00			0.00
<b>Subtotal Hours Bidding/Award</b>		5.50	20.00	32.00	0.00	0.00	0.00	57.50	0.00	10.50	10.50
<b>Subtotal Fees Bidding/Award</b>		\$1,375.00	\$4,200.00	\$4,960.00	\$0.00	\$0.00	\$0.00	\$10,535.00	\$0.00	\$1,050.00	\$1,050.00
<b>VII. Construction Admin. Services</b>											
1	PreConstruction Conference						8.00	8.00			0.00
2	Submittals			12.00			12.00	24.00			0.00
3	RFI/ASI			12.00			12.00	24.00			0.00
4	Field Observations (11)						88.00	88.00			0.00
5	Field Reports (11)			4.00			16.00	20.00			0.00
6	Punch List			0.50			2.50	3.00			0.00
7	Final Inspection			0.50			8.00	8.50			0.00
8	Final Inspection Report			0.50			1.00	1.50			0.00

**ARCHITECTURE MANHOOR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne



No.	Project Task	ARCHITECTURE						ADMIN			
		Principal Architect	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals
9	As-Constructed Drawings						4.00	4.00			0.00
10	Closeout Review and Owner Submission						6.00	6.00			0.00
11								0.00			0.00
12	<b>Project Management</b>	6.00	4.00	8.00				18.00			0.00
13	<b>Quality Assurance</b>							0.00			0.00
<b>Subtotal Hours Construction Admin. Services</b>		6.00	4.00	37.50	0.00	0.00	157.50	205.00	0.00	0.00	0.00
<b>Subtotal Fees Construction Admin. Services</b>		\$1,500.00	\$840.00	\$5,812.50	\$0.00	\$0.00	\$20,475.00	\$28,627.50	\$0.00	\$0.00	\$0.00
<b>VIII. Closeout</b>											
1	11-Month Inspection						8.00	8.00			0.00
2	11-Month Report						2.00	2.00			0.00
3								0.00			0.00
8	<b>Project Management</b>							0.00			0.00
9	<b>Quality Assurance</b>							0.00			0.00
<b>Subtotal Hours Closeout</b>		0.00	0.00	0.00	0.00	0.00	10.00	10.00	0.00	0.00	0.00
<b>Subtotal Fees Closeout</b>		0.00	0.00	0.00	0.00	0.00	1,300.00	1,300.00	0.00	0.00	0.00
<b>Total Labor Hours</b>		21.50	67.50	117.75	53.25	0.00	169.50	429.50	0.00	22.50	22.50
<b>Standard Billing Rate or Fee</b>		\$250.00	\$210.00	\$155.00	\$120.00	\$135.00	\$130.00		\$75.00	\$100.00	
<b>Fee Dollars</b>		\$5,375.00	\$14,175.00	\$18,251.25	\$6,390.00	\$0.00	\$22,035.00	\$66,226.25	\$0.00	\$2,250.00	\$2,250.00

**CIVIL MANHOUR ESTIMATE**  
**Project Name: Colfax County Event Center**  
**Client: Colfax County**  
**Project Manager: Vince Payne**

**MOLZENCORBIN**

		CIVIL						ADMIN			
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals
<b>III.</b>	<b>Design Development (60%)</b>										
1	Restroom Site Grading							4.00	4.00		0.00
2	Leach Field Replacement Layout and Plan and Profiles							8.00	8.00		0.00
3	Cost Estimate - RR/Leach Field							2.00	2.00		0.00
4	Specifications - RR/Leach Field								0.00	1.00	1.00
5									0.00		0.00
6	Site Visit and Grade Survey - EC Renovation	8.00							8.00		0.00
7	Grading - EC Renovation	1.00	2.00		2.00	12.00			17.00		0.00
8	Civil Details - EC Renovation		1.00				6.00		7.00		0.00
9	Cost Estimate - EC Renovation	1.00	1.00		4.00	2.00			8.00		0.00
10	Specifications - EC Renovation				1.00				1.00		0.00
11	Coordination with County - EC Renovation								0.00		0.00
12									0.00		0.00
13	Site Visit - Line Locates / Coordination on Water Line Pressure - Fire Line		0.50		4.00				4.50		0.00
14	Wet Utility Extension Plans - Fire Line		1.00				8.00		9.00		0.00
15	Civil Details - Fire Line		0.50				1.00		1.50		0.00
18									0.00		0.00
21									0.00		0.00
22	<b>CADD Management</b>					1.00			1.00		0.00
23	<b>Project Management</b>	1.00							1.00		0.00
24	<b>Quality Assurance</b>								0.00		0.00
<b>Subtotal Hours Design Development (60%)</b>		11.00	6.00	0.00	11.00	15.00	15.00	14.00	72.00	1.00	1.00
<b>Subtotal Fees Design Development (60%)</b>		\$2,475.00	\$1,110.00	\$0.00	\$1,375.00	\$2,475.00	\$2,250.00	\$1,610.00	\$11,295.00	\$100.00	\$100.00
<b>V.</b>	<b>Construction Documents (100%)</b>										
1	Site Grading Restrooms		0.50					4.00	4.50		0.00
2	Leach Field Replacement Layout and Plan and Profiles		2.00					16.00	18.00		0.00
3	Civil Details RR		1.00					6.00	7.00		0.00
4	Cost Estimate RR		2.00					2.00	4.00		0.00
5	Specifications RR		2.00						2.00	2.00	2.00
6	Coordination with County RR	4.00	4.00						8.00		0.00
7									0.00		0.00
8	Grading Plan - EC Renovation	1.00			2.00	8.00			11.00		0.00
9	Civil Details - EC Renovation	0.50			1.00		4.00		5.50		0.00
10	Cost Estimate - EC Renovation	0.50	1.00					1.00	2.50		0.00
11	Specifications - EC Renovation		1.00		2.00				3.00	2.00	2.00
12									0.00		0.00
13	Wet Utility Extension Plans - Fire Line		2.00				16.00		18.00		0.00
14	Civil Details - Fire Line		0.50				4.00		4.50		0.00
15	Cost Estimate - Fire Line		2.00				2.00		4.00		0.00
16	Specifications - Fire Line		1.00						1.00	2.00	2.00
17									0.00		0.00
18									0.00		0.00
19	<b>CADD Management</b>								0.00		0.00

**CIVIL MANHOUR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne

**MOLZENCORBIN**

		CIVIL							ADMIN		
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals
20	Project Management	1.00							1.00		0.00
21	Quality Assurance	5.00							5.00		0.00
Subtotal Hours Construction Documents (100%)		12.00	19.00	0.00	5.00	8.00	26.00	29.00	99.00	6.00	6.00
Subtotal Fees Construction Documents (100%)		\$2,700.00	\$3,515.00	\$0.00	\$625.00	\$1,320.00	\$3,900.00	\$3,335.00	\$15,395.00	\$600.00	\$600.00
<b>VI. Bidding/Award</b>											
1	Questions RR		1.00						1.00		0.00
2	Questions - EC Renovation				2.00	2.00			5.00		0.00
3	Questions - Water Line		2.00				1.00		3.00		0.00
4									0.00		0.00
5									0.00		0.00
6	Project Management								0.00		0.00
7	Quality Assurance								0.00		0.00
Subtotal Hours Bidding/Award		0.00	3.00	0.00	2.00	2.00	1.00	0.00	9.00	0.00	0.00
Subtotal Fees Bidding/Award		\$0.00	\$555.00	\$0.00	\$250.00	\$330.00	\$150.00	\$0.00	\$1,545.00	\$0.00	\$0.00
<b>VII. Construction Admin. Services</b>											
1	Site Observation of Work - RR			3.00					3.00		0.00
2	Submittals - RR			2.00					2.00		0.00
3									0.00		0.00
4	Site Observation of Work - EC Reno				8.00				8.00		0.00
5	Pre Construction Conference EC Reno				8.00				8.00		0.00
6	Review Pay Applications - EC Reno	2.00			2.00				4.00		0.00
7	Submittals - EC Reno				2.00				2.00		0.00
8									0.00		0.00
9	Submittals - WL		2.00						2.00		0.00
10									0.00		0.00
14									0.00		0.00
15	Project Management	1.00							1.00		0.00
16	Quality Assurance								0.00		0.00
Subtotal Hours Construction Admin. Services		3.00	2.00	5.00	20.00	0.00	0.00	0.00	30.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$675.00	\$370.00	\$675.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$4,220.00	\$0.00	\$0.00
<b>VIII. Closeout</b>											
1	Prepare As-Built - RR						4.00		4.00		0.00
2									0.00		0.00
3	Prepare As-Built - EC Renovation				0.50		2.00		2.50		0.00
4									0.00		0.00
5	Prepare As-Built - Water Line						2.00		2.00		0.00
6									0.00		0.00
7	Project Management								0.00		0.00
8	Quality Assurance								0.00		0.00
Subtotal Hours Closeout		0.00	0.00	0.00	0.50	0.00	8.00	0.00	8.50	0.00	0.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$0.00	\$62.50	\$0.00	\$1,200.00	\$0.00	\$1,262.50	\$0.00	\$0.00
Total Labor Hours		26.00	30.00	5.00	38.50	25.00	50.00	43.00	218.50	7.00	7.00
Standard Billing Rate or Fee		\$225.00	\$185.00	\$135.00	\$125.00	\$165.00	\$150.00	\$115.00		\$100.00	
Fee Dollars		\$5,850.00	\$5,550.00	\$675.00	\$4,812.50	\$4,125.00	\$7,500.00	\$4,945.00	\$33,717.50	\$700.00	\$700.00



**ELECTRICAL MANHOOR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne



No.	Project Task	ELECTRICAL				Departmental Totals	ADMIN		
		Principal Engineer	Project Engineer	Engineering Intern I	Engineering Design Specialist		ADMIN - Aide 2	ADMIN - Support	ADMIN.. Totals
<b>III.</b>	<b>Design Development (60%)</b>								
1	Site Plan - RR		1.00		4.00	5.00			0.00
2	Enlarged Plan - RR		3.00	2.00	5.00	10.00			0.00
3	Panel Schedules - RR		1.00		2.00	3.00			0.00
4	Calculations - RR		2.00			2.00			0.00
5	Coordination with Mechanical - RR		1.00		2.00	3.00			0.00
6	Coordination with Architectural - RR		1.00		2.00	3.00			0.00
7	Division 26 Specifications - RR		2.00			2.00		2.00	2.00
8	Cost Estimate -RR		1.00			1.00			0.00
9	Submit to County for Review - RR		1.00		1.00	2.00			0.00
10						0.00			0.00
11	Site Plan - EC Renovation		0.50		2.00	2.50			0.00
12	Enlarged Revised Plan - EC Renovation		1.00	1.00	3.00	5.00			0.00
13	One-Line and Panel Schedules - EC Renovation		1.00		2.00	3.00			0.00
14	Calcs - EC Renovation		0.50			0.50			0.00
15	Coordination with Mechanical - EC Renovation		0.50		1.00	1.50			0.00
16	Coordination with Architectural - EC Renovation		0.50		1.00	1.50			0.00
17	Div 26 Specs - EC Renovation		3.00			3.00		2.00	2.00
18	Cost Estimate - EC Renovation		2.50			2.50			0.00
19	Submit to County for Review - EC Renovation		1.00		1.00	2.00			0.00
20						0.00			0.00
21						0.00			0.00
22	<b>CADD Management</b>	1.00				1.00			0.00
23	<b>Project Management</b>					0.00			0.00
24	<b>Quality Assurance</b>	6.00				6.00			0.00
<b>Subtotal Hours Design Development (60%)</b>		7.00	23.50	3.00	26.00	59.50	0.00	4.00	4.00
<b>Subtotal Fees Design Development (60%)</b>		\$1,750.00	\$4,347.50	\$375.00	\$3,770.00	\$10,242.50	\$0.00	\$400.00	\$400.00
<b>V.</b>	<b>Construction Documents (100%)</b>								
1	Site Plan RR		1.00		2.00	3.00			0.00
2	Enlarged Plan RR		1.00		3.00	4.00			0.00
3	Panel Schedules RR				1.00	1.00			0.00
4	Coordination with Mechanical RR				1.00	1.00			0.00
5	Coordination with Architectural RR				1.00	1.00			0.00
6	Division 26 Specifications RR		1.00			1.00		1.00	1.00
7	Cost Estimate - RR		0.50			0.50			0.00
8	Prepare Signed / Stamped Documents - RR		1.00		1.00	2.00			0.00
9						0.00			0.00
10	Site Plan - EC Renovation		1.00		2.00	3.00			0.00
11	Enlarged Revised Plan - EC Renovation		1.00	1.00	4.00	6.00			0.00
12	One-Line and Panel Schedules - EC Renovation		1.00		2.00	3.00			0.00
13	Coordination with Mechanical - EC Renovation				1.00	1.00			0.00
14	Coordination with Architectural - EC Renovation				1.00	1.00			0.00
15	Div 26 Specs - EC Renovation		2.00			2.00		1.00	1.00
16	Cost Estimate - EC Renovation		0.50			0.50			0.00
17	Prepare Signed/Stamped Documents - EC		1.00		1.00	2.00			0.00
18						0.00			0.00

**ELECTRICAL MANHOOR ESTIMATE**

Project Name: Colfax County Event Center

Client: Colfax County

Project Manager: Vince Payne

**MOLZENCORBIN**

No.	Project Task	ELECTRICAL				Departmental Totals	ADMIN		
		Principal Engineer	Project Engineer	Engineering Intern I	Engineering Design Specialist		ADMIN - Aide 2	ADMIN - Support	ADMIN.. Totals
21						0.00			0.00
22	<b>CADD Management</b>	6.00				6.00			0.00
23	<b>Project Management</b>					0.00			0.00
24	<b>Quality Assurance</b>	2.00				2.00			0.00
<b>Subtotal Hours Construction Documents (100%)</b>		8.00	11.00	1.00	20.00	40.00	0.00	2.00	2.00
<b>Subtotal Fees Construction Documents (100%)</b>		\$2,000.00	\$2,035.00	\$125.00	\$2,900.00	\$7,060.00	\$0.00	\$200.00	\$200.00
<b>VI.</b>	<b>Bidding/Award</b>								
1						0.00			0.00
2	Respond to bidders question - RR		3.00		2.00	5.00		0.50	0.50
3						0.00			0.00
4	Respond to bidders question - EC		3.00		4.00	7.00		0.50	0.50
5						0.00			0.00
6	<b>Project Management</b>					0.00			0.00
7	<b>Quality Assurance</b>					0.00			0.00
<b>Subtotal Hours Bidding/Award</b>		0.00	6.00	0.00	6.00	12.00	0.00	1.00	1.00
<b>Subtotal Fees Bidding/Award</b>		\$0.00	\$1,110.00	\$0.00	\$870.00	\$1,980.00	\$0.00	\$100.00	\$100.00
<b>VII.</b>	<b>Construction Admin. Services</b>								
1						0.00			0.00
3	Submittal Reviews - RR		3.00		3.00	6.00			0.00
4	Respond to RFIs - RR		2.00		2.00	4.00			0.00
5	Pre-Final Site Visit and Punch List - RR		4.00			4.00			0.00
6	Record Drawings - RR		2.00		4.00	6.00			0.00
7						0.00			0.00
8						0.00			0.00
9	Submittal Reviews - EC		4.00		8.00	12.00			0.00
10	Respond to RFIs - EC		2.00		4.00	6.00			0.00
11	Pre-Final Site Vist and Punch List - EC		4.00			4.00			0.00
12	Record Drawings - EC		2.00		4.00	6.00			0.00
13						0.00			0.00
14	<b>Project Management</b>	2.00				2.00			0.00
15	<b>Quality Assurance</b>					0.00			0.00
<b>Subtotal Hours Construction Admin. Services</b>		2.00	23.00	0.00	25.00	50.00	0.00	0.00	0.00
<b>Subtotal Fees Construction Admin. Services</b>		\$500.00	\$4,255.00	\$0.00	\$3,625.00	\$8,380.00	\$0.00	\$0.00	\$0.00
<b>VIII.</b>	<b>Closeout</b>								
3	<b>Project Management</b>					0.00			0.00
4	<b>Quality Assurance</b>					0.00			0.00
<b>Subtotal Hours Closeout</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Fees Closeout</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Labor Hours</b>		17.00	63.50	4.00	77.00	161.50	0.00	7.00	7.00
<b>Standard Billing Rate or Fee</b>		\$250.00	\$185.00	\$125.00	\$145.00		\$75.00	\$100.00	
<b>Fee Dollars</b>		\$4,250.00	\$11,747.50	\$500.00	\$11,165.00	\$27,662.50	\$0.00	\$700.00	\$700.00

**STATE OF NEW MEXICO  
DEPARTMENT OF INFORMATION TECHNOLOGY  
OFFICE OF BROADBAND ACCESS AND EXPANSION**

**Agreement #: GWEP-24-010**

**GRANT WRITING, ENGINEERING, AND PLANNING GRANT AGREEMENT**

This grant agreement (hereinafter “**Agreement**”) constitutes a state sub-award entered into by the State of New Mexico, acting through its Office of Broadband Access and Expansion (“**Office of Broadband**”), and Colfax County. (“**Grantee**”), collectively hereinafter referred to as the “**Parties.**”

**RECITALS**

WHEREAS, on behalf of the State, the Office of Broadband administers the Connect New Mexico Fund to provide Award funds to subrecipients to foster the deployment of broadband access across Unserved and Underserved areas in New Mexico through sustainable, scalable networks and financially viable business plans and serve the comprehensive community with high-quality, reasonably priced solutions; and

WHEREAS, the New Mexico legislature appropriated \$5,000,000 from the Connect New Mexico Fund to the Department to support the procurement of grant writing, engineering, and planning services to facilitate the process of obtaining funding from various sources that are dedicated to broadband projects; and

WHEREAS, the Office of Broadband issued a Notice regarding the Grant Writing, Engineering, and Planning (“GWEP”) grant on or about October 17, 2023, by which it sought applications from interested parties for the purpose of making subawards to subrecipients for eligible activities, pursuant to the requirements found in §1.12.21 NMAC; and

WHEREAS, Grantee submitted an application (“**Grantee’s Application**”) to GWEP on or about February 7, 2024, by which it sought Award funding for the GWEP project as described in Grantee’s Application; and

WHEREAS, based upon its review of GWEP applications, the Office of Broadband notified Grantee on or about July 30, 2024, that it intended to make a subaward to Grantee for \$72,635, subject to the execution of a binding legal agreement to be executed between the State of New Mexico and Grantee in accordance with NMSA §6-5-1 *et. seq.*, NMSA §13-1-1 *et. seq.*, §1.4 NMAC, and §2.20 NMAC regarding procurement and the expenditure of public monies ; and

WHEREAS, Grantee has registered with the New Mexico Taxation and Registration Department, in its name as stated herein and has been issued the following BTIN 1505493004; and

WHEREAS, this Agreement is intended to be the sole and exclusive agreement between the State of New Mexico and Grantee regarding the subaward of Award funds by the State of New Mexico to Grantee, and contains the entire understanding and agreement between the Parties;

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

## TERMS AND CONDITIONS

### ARTICLE 1 – DEFINITIONS

“Award” is state award dated July 30, 2024, from the State of New Mexico to the Office of Broadband Access and Expansion as described in the Recitals herein.

“Budget Period” has the meaning set forth in Article 5(C) of this Agreement.

“Business Days” means Monday through Friday, except for Federal and State holidays.

“Contract Documents” has the meaning set forth in Article 2(A) of this Agreement.

“Effective Date” has the meaning set forth in Article 5(A) of this Agreement.

“Grant” or “Grant Amount” has the meaning set forth in Article 3(A) of this Agreement.

“Performance Period” has the meaning set forth in Article 5(B) of this Agreement.

“Project” has the meaning set forth in Article 3(A) of this Agreement.

“Scope of Work” has the meaning set forth in Article 6 of this Agreement.

“Third-Party Obligation” means allowable expenditures made by Grantee pursuant to the execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project;

### ARTICLE 2 – CONTRACT DOCUMENTS

A. Contract Documents. The “**Contract Documents**” consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:

1. Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)
2. Request for Reimbursement (**Exhibit B**)

B. Precedence. In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

### ARTICLE 3 – GRANT AMOUNT AND USES; AVAILABILITY OF GRANT FUNDS

- A. Grant Amount. Subject to the terms of this Agreement, the Department hereby awards exclusively to Grantee a sum not to exceed \$72,635 (the “**Grant**” or “**Grant Amount**”) to be used for the purposes of funding the GWEP project described in the Scope of Work attached as **Exhibit A** to this Agreement (the “**Project**”). The Grant Amount is to be used only for approved eligible costs used to obtain professional services as specified in the Scope of Work. Grantee certifies that any Project costs funded by the Grant shall not subject to reimbursement by any other state or federal funding source.
- B. Eligible Expenses. Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in §2.20.5 NMAC, and may only be used to cover expenses incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. The Grant shall not be used for research and development (R&D), or indirect costs. A non-exhaustive list of eligible expenses includes:
1. Direct costs related to grant-writing for broadband infrastructure projects;
  3. Architectural and engineering design for broadband infrastructure projects;
  4. Costs related to the planning of broadband-infrastructure projects; and
  5. Costs associated with obtaining professional services for grant-writing, engineering, or planning of a broadband-infrastructure project.
- C. Ineligible Expenses. The following non-exhaustive list of expenditures are not eligible uses of the Grant:
1. Equipment or supplies;
  2. Salaries or benefits for Colfax County staff;
  3. Operations and maintenance costs;
  4. Payment of interest or principal on outstanding debt instruments, or other debt service costs;
  5. Fees or issuance costs associated with the issuance of new debt;
  6. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
  7. To support or oppose collective bargaining;
  8. Any expense for which Grantee receives other federal or state funding or reimbursement;
  9. Expenditures related to land buildings, structures, improvements, or equipment; and
  10. Expenditures for any deliverable acquired from a contractor or other third party operating on Grantee’s behalf to the extent such deliverable was not procured by Grantee in compliance with the procurement standards set forth in Article 3(E) of this Agreement.

- D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the State of New Mexico hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon continued appropriation of those funds by the New Mexico State Legislature, and in no event shall the State of New Mexico be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those Award funds, the State of New Mexico shall have the right to authorize the withholding of payment until such Award funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Grantee written notice of such termination.
- E. Procurement. Grantee's procurement of all services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, §§ 13-1-28 – 13-1-199. NMSA 1978, §1.4.1 NMAC, and § 1.12.21 NMAC.
- F. Overbudget. Grantee is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount of the grant, and Grantee solely assumes any financial risk the Project may come in over budget.

#### **ARTICLE 4 – NOTICE OF STATE SUBAWARD**

The Award from the State of New Mexico to the Office of Broadband Access and Expansion, dated July 30, 2024, was issued pursuant to the 2021 General Appropriation Act at Section 17(B)(2) of Chapter 140 of Laws 2021 to authorize payments to certain sub recipients from the Connect New Mexico Fund.

#### **ARTICLE 5 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD**

- A. Effective Date. This Agreement shall take effect upon execution by all parties (“**Effective Date**”).
- B. Subaward Period of Performance Start and End Date. The period of performance shall start on the Effective Date and the Project must be completed by June 30, 2025 (hereinafter “**Performance Period**”). The Office of Broadband may, request approval from New Mexico State Legislature to extend the Performance Period.
- C. Subaward Budget Period Start and End Date. The budget period shall start upon the Effective Date and shall end no later than June 30, 2025 (hereinafter “**Budget Period**”). The Department will provide reimbursement for all eligible expenses incurred after the Effective Date. Costs incurred by Grantee after June 30, 2025 will not be eligible for reimbursement, and Grantee must submit to the State of New Mexico, no later than 90 calendar days (or an earlier date as agreed upon in writing by Grantee and the State of New Mexico) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.

- D. Notice to Proceed. Once this agreement is executed, this will trigger the creation of a Purchase Order reflecting the Grant Amount for the Grantee to receive funds against. Unless otherwise noted in Article 3(B) above, no funds shall be disbursed to the Grantee for services that precede the date on the Purchase Order, as set forth in the New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, and accompanying regulations at § 1.4.1 NMAC

## ARTICLE 6 – SCOPE OF WORK

Grantee’s Scope of Work, including all supporting documents (except for Grantee’s audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the Office of Broadband (collectively “**Scope of Work,**” attached hereto as **Exhibit A**), are incorporated into this Agreement by reference and the representations made therein are binding upon Grantee. Grantee shall engage in activities as set forth in the Scope of Work, and any changes to the Scope of Work must be approved in writing by the Office of Broadband based upon Grantee’s submission of the completed template to be published by the Office of Broadband for the purpose of requesting such changes to the Scope of Work. In considering a change request by Grantee, the Office of Broadband may consider mitigating factors not caused by Grantee and/or outside Grantee’s control. Any failure by Grantee to seek approval prior to making any change to the Scope of Work may be grounds for Project suspension or termination of this Agreement.

## ARTICLE 7 – LEGAL COMPLIANCE

A. Project Requirements. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. Grantee’s project administration requirements shall include the following:

1. Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project prior to Grantee’s expenditure any portion of the Grant Amount.
2. Make available to the Office of Broadband all project plans, documents, and data.
3. Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.
4. Research and comply with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project.
5. To the extent identified in the Scope of Work and relied upon by Grantee in seeking the Grant, any partnerships with other Internet Service Provider (“ISP”), cooperatives or governmental entities, shall be identified in the Scope of Work and are made a part of and required by this Agreement.
6. Grantee affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a “Dig Once” approach.

- B. State Requirements. Grantee acknowledges and hereby certifies that the Project shall comply with the requirements of the Appropriation and all applicable state statutes, regulations, executive orders and any other guidance issued by the State of New Mexico regarding the funds. Grantee may only use the Grant Amount in compliance with the Appropriation and § 1.12.21 NMAC regarding grant programs implemented by the Office of Broadband. Grantee shall maintain records and financial documents sufficient to evidence compliance regarding its eligible uses of funds. Grantee also agrees to comply with all other applicable state statutes, regulation and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.
- C. Civil Rights Compliance. Grantee is a public contractor required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of state funds found in the Human Rights Act, NMSA §28-1-1 *et. seq.* Those requirements include ensuring a governmental entity or public contractor do not, directly or indirectly, refuse, otherwise limit or put conditions on services, or otherwise discriminate, on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition or spousal affiliation. Grantee agrees to, upon request, make available to the Office of Broadband such information and documentation necessary to demonstrate compliance with the Human Rights Act.
- D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance state laws, regulations, and related guidance, the Award, and this Agreement. The Department of Finance Administration (DFA), New Mexico Department of Justice, Office of Broadband, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or reverted to the State General Fund, whichever is later.
- E. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq.*, and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantee must disclose, in writing, to the Office of Broadband, any conflict of interest or potential conflict of interest affecting the awarded funds.
- F. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- G. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by the State of New Mexico Office of Broadband Access and Expansion.



H. Debts Owed the State Government.

1. Any funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the Award; (b) that are determined by the Department of Finance Administration (DFA), New Mexico Department of Justice, or Office of Broadband to have been misused; or (c) that are determined by Department of Finance Administration to be subject to a repayment obligation, and have not been repaid by Grantee, shall constitute a debt to the State of New Mexico.
2. Any debts determined to be owed the State of New Mexico must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in State's initial written demand for payment, unless other satisfactory arrangements have been made, or if Grantee knowingly or improperly retains funds that are a debt as defined in the paragraph above. The State of New Mexico will take any actions available to it to collect such a debt.

I. Disclaimer.

1. Grantee acknowledges and accepts that the State of New Mexico expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband and Grantee.

J. Protections for Whistleblowers. In accordance with the Whistleblower Protection Act, NMSA §10-16C-1 *et seq*, Grantee may not take any retaliatory action against an employee in reprisal for:

1. Disclosing to the Office of Broadband, or any other third party, an action or a failure to act that the employee believes in good faith constitutes an unlawful or improper act;
2. Providing information to a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; or
3. Objecting to or refusing to participate in an activity, policy or practice that constitutes an unlawful or improper act,

Grantee shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

K. Remedies. If the event of Grantee's noncompliance with the Appropriation, this Agreement, other applicable laws, regulations, executive orders, or any reporting or other program requirement, the State of New Mexico may take available remedies as set forth under the law

- L. Audit Requirements. Grantee understands that the Office of Broadband is subject to annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq.*, and that financial records related to this Award may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial related to this award to the State Auditor, Department of Finance Administration, or designated contactor for purposes of completing the audit.

**ARTICLE 8 – DISBURSEMENT**

- A. Conditions of Disbursement. The following conditions apply to the disbursement of the Grant to Grantee:
  - 1. Grantee’s expenditures shall be made during the Budget Period and prior to the termination of this Agreement (*i.e.*, the services have been delivered and accepted and/or the services have been rendered for the Grantee);
  - 2. The total amount received by Grantee shall not exceed the Grant Amount;
  - 3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the Office of Broadband; and
  - 4. Grantee has submitted a request for reimbursement consisting of all documentation required under this Article.
- B. Request for Reimbursement Procedures and Deadlines. Grantee shall request payment for incurred grant expenditures by submitting a request for reimbursement in the form attached hereto as **Exhibit B** (hereinafter “**Request for Reimbursement**”). Reimbursement requests are subject to the following procedures and deadlines:
  - 1. Grantee must submit a Request for Reimbursement that includes the Sub-Grant Agreement Number;
  - 2. Each Request for Reimbursement must contain proof of payment by Grantee or liabilities incurred by Grantee showing that the expenditures are valid or are liabilities incurred by Grantee in the form of actual invoices received by Grantee for Third-Party Obligations; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - 3. In cases where Grantee is submitting a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Grantee for a Third-Party Obligation, if the invoices comply with the provisions of this Agreement and are a valid liability of Grantee, Grantee shall make payment in-full on those Third-Party Obligations within five (5) Business Days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Grantee is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department.
  - 4. Requests for Reimbursements on a Third-Party Obligation shall be submitted by Grantee to the Department within 30 days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor.

5. Grantee's failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a reimbursement request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## **ARTICLE 9 – REPORTING REQUIREMENTS**

- A. Quarterly Progress Reports. No later than thirty (30) calendar days after the end of each calendar year quarter commencing on the Effective Date and ending upon Project closeout, Grantee must submit to the Office of Broadband a quarterly progress report in such form as the Office of Broadband may require. The specific data points required will be designated by the Office of Broadband in guidance to be published on the OBAE website.
- B. Close-Out Report. Grantee shall deliver a close out report to the Office of Broadband no later than ninety (90) calendar days after termination of the Agreement or expenditure of all Grant funds, whichever event occurs last. The specific data points required will be designated by the Office of Broadband in guidance to be published online.
- C. Reporting. Grantee shall comply with all applicable State of New Mexico reporting requirements necessary to comply with the Connect New Mexico Fund.

## **ARTICLE 10 – LIASONS**

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work.

The liaisons for this Agreement are:

For the Department:  
Drew Lovelace  
Acting Director of Broadband, OBAE  
715 Alta Vista St.  
Santa Fe, NM 87505  
drew.lovelace@connect.nm.gov

For Grantee:  
Si Trujillo  
Chairman, Colfax County Commission  
PO Box 1498  
Raton, NM 87740  
strujillo@co.colfax.nm.us

## **ARTICLE 11 – PROJECT MONITORING**

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Grantee's performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the

adequacy of Grantee's records and accounts. This section shall survive termination of this Contract.

## **ARTICLE 12 – NOTICE**

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party's liaison identified herein in accordance with § 1.12.21.8(D) NMAC.

## **ARTICLE 13 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS**

Grantee may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, with Grant funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Office of Broadband based on a determination whether the transaction complies with applicable state and federal law and this Agreement.

## **ARTICLE 14 –DEFAULT, CURE, TERMINATION AND REMEDIES**

- A. Default. The Department may unilaterally terminate this Agreement for default by Grantee (“**Event of Default**”) as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC.
- B. Remedies. Upon the occurrence of any Event of Default and Grantee's failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the Office of Broadband, the Office of Broadband may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:
1. Withhold any or all payments or disbursements of the Grant to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both; or
  4. Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus all costs and reasonable attorney's fees incurred by the Department in recovery proceedings.

## **ARTICLE 15 – CONFLICT OF INTEREST**

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's performance under this Agreement. Grantee certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee.

## **ARTICLE 16 – OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Grantee and the Office of Broadband. Both Grantee and the Office of Broadband have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Office of Broadband and Grantee.

## **ARTICLE 17 – INSURANCE REQUIREMENTS**

- A. Professional Liability Insurance. Grantee shall provide, or require any licensed agent or contractor who provides professional engineering services within the scope of his or her license to Grantee in connection with the Project to procure and maintain professional liability (errors & omissions) coverage with a limit of \$2,000,000 per claim. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after the earlier of the date of Substantial Completion or the date of termination of this Agreement.
  
- B. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. All certificates and endorsements must be received by the Office of Broadband prior to beginning any activity provided for under this Agreement. Grantee must notify the Office of Broadband immediately of any material change in insurance coverage, such as changes in limits, coverage, or change in status of policy. The Office of Broadband reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

## **ARTICLE 18 – DEFENSE AND INDEMNIFICATION**

Grantee will defend, indemnify and hold harmless the Office of Broadband, and the State of New Mexico, and their officers, employees and agents free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Grantee's performance of this Agreement, which is caused, or alleged to be caused, by an act or omission of Grantee or of any agent of Grantee in the performance of this Agreement. In the event that any action, suit or proceeding related to the performance of this Agreement is brought against Grantee and/or any agent of Grantee, Grantee shall, within two (2) Business Days after Grantee receives notice thereof, notify the Department's liaison in writing.

## ARTICLE 19 – REPRESENTATIONS AND WARRANTIES

Recognizing that the Department is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. Organization; Power, Etc. Grantee: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to obtain the financial assistance from the Department contemplated by this Agreement.
- B. Authority. The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws. Grantee will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.
- G. Information Submitted with Application. All information, reports, and other documents and data submitted to the Office of Broadband in connection with Grantee's Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's Application

present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

## **ARTICLE 20 – DEBARMENT**

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

## **ARTICLE 21 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

## **ARTICLE 22 – GENERAL PROVISIONS**

- A. Applicable Law. This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Grantee acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.
- B. Workers' Compensation. Grantee will comply with state laws and rules applicable to workers compensation benefits for its employees.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

- E. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- F. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 through 12-8A-3.
- G. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of tribal sovereignty, or be construed to limit the privileges and immunities of sovereign nations.
- H. Entire Agreement. The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

GRANTEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Si Trujillo  
 Chairman, Colfax County Commission

DEPARTMENT OF INFORMATION TECHNOLOGY/OFFICE OF BROADBAND ACCESS AND EXPANSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drew Lovelace, OBAE Acting Director

Approved for financial sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Eve Banner, Chief Financial Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Cassandra Brulotte, OBAE Acting General Counsel



## **EXHIBIT A - Scope of Work**

### **Grant Writing, Engineering and Planning (GWEP) Assistance Grant**

#### **Colfax County**

#### **1. Project Title:**

“Grant Writing, Engineering, and Planning – Colfax County”

#### **2. Purpose(s) of Grant Award:**

Grant Writing

Engineering

Planning (e.g. network design)

#### **3. Award Amount: \$72,635**

#### **4. Description of Proposed Broadband Project:**

Rural Colfax County needs reliable broadband access. Planning is an essential first step to determine the most efficient, cost-effective measures that the county and local telecommunications companies can take to expand broadband access. Colfax County proposes to utilize this grant for two projects.

The first project would be to bring the Colfax County Assessor’s GIS system online to provide reliable geographic and ownership information to support broadband mapping and expansion planning. The estimated cost to configure, develop, and migrate existing data to a public facing GIS web map solution is \$32,635. This amount includes implementation costs plus a 5 year service subscription.

The second project would be a high-level engineering study which would provide designs and cost estimates for deploying fiber to the following unserved areas in Colfax County: 1) Eastern side of Raton, NM (east side of I-25/east of N 2nd St), 2) Cimarron, NM, 3) Maxwell, NM to the French Tract Community, and 4) UU Bar Ranch to Miami, NM. Colfax County would share the study with a local telecommunications company that is committed to serving the area, Baca Valley Telephone Company, for their use in applying for future BEAD funding to further expand their existing coverage into these areas. The estimated cost for engineering services is \$40,000.

The total requested grant funding for both GIS and Engineering services is \$72,635.

#### **5. Timeline**

Project(s) are required to be completed by 6/30/2025 from the period of performance start date.

#### **6. Reimbursements**

The awardee may submit reimbursement requests monthly or quarterly until the awarded amount is exhausted. All reimbursement requests must be submitted no later than June 30, 2025.

**STATE OF NEW MEXICO**  
**Request for Payment Form**  
**Exhibit B**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H.  ARPA     GF     GOB     STB
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** 2027 (July 1, 2026 - June 30, 2027)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with [the Grant Agreement](#).

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
 or **Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
 Division Fiscal Officer                      Date

\_\_\_\_\_  
 Division Project Manager                      Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

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

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

A-1371

Updated: 12/2021

Aviation

**NEW MEXICO DEPARTMENT OF TRANSPORTATION  
RURAL AIR SERVICE ENHANCEMENT GRANT AGREEMENT**



Project No.	AXX-25-01
Contract No.	
Vendor No.	0000054380

This AGREEMENT is between COLFAX COUNTY (Sponsor) and the State of New Mexico, acting through the Department of Transportation Aviation Division (Division), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13.1, of the Aviation Act ( "Act") and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.).

**RECITALS**

WHEREAS, pursuant to NMSA 1978, Section 64-6-1 and Rule 18 NMAC 11.3 the Division is responsible for administering the Rural Air Service Enhancement program (RASE) to support regional air transportation services; and,

WHEREAS, COLFAX COUNTY (Sponsor) has requested a grant to participate in the Rural Air Service Enhancement Program.

THEREFORE, in consideration of the covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

**SECTION ONE - PURPOSE:**

The purpose of this Agreement is to provide a grant to the Sponsor to support regional air transportation services (Project) pursuant to the Rural Air Service Enhancement Program and to state the terms, conditions, and mutual understandings of the Parties to this Agreement.

Attached as Exhibit A is the (Project) procurement cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

**SECTION TWO - PROJECT FUNDING:**

1. The Division agrees to pay as the State's share  % of the Sponsor's allowable costs for operation of the procured air service.
2. The maximum obligation of the Division under this Grant Agreement shall be \$  . The Sponsor shall be responsible for any sums that exceed this amount.

**SECTION THREE – METHOD OF PAYMENT - REIMBURSEMENT:**

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed by the Division to the Sponsor on a form provided by the Division. Interim reimbursement requests shall include the form provided by the Division requesting the amount and be accompanied by invoices paid by the Sponsor and proof of payment by the Sponsor for the invoices. Proof of payment may be canceled checks or formal ledger entries.

**SECTION FOUR - SPONSOR SHALL:**

1. Assume responsibility for the performance of the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Make no changes in purpose of the (RASE) Project without written approval of the Division.
4. Ensure that airline services are cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.
5. Ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the Sponsor and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out

of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

6. Take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Grant Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Grant Agreement. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
  
7. The Sponsor's acceptance of the Offer, and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this Grant Agreement, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and upon complete execution of this Agreement by all parties.

**SECTION FIVE - COMPLIANCE WITH LAW:**

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

**SECTION SIX - EQUAL OPPORTUNITY COMPLIANCE:**

The Sponsor 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sponsor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age, or handicap 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 the Sponsor is found to be not in compliance with these requirements during the life of the Agreement the Sponsor agrees to take appropriate steps to correct these deficiencies.

**SECTION SEVEN – CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:**

The Division and Sponsor shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Division and Sponsor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

**SECTION EIGHT - THIRD PARTY BENEFICIARY CLAUSE:**

This Agreement is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION NINE - NEW MEXICO TORT CLAIMS ACT:**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties’ liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its “public employees” as defined in the New Mexico Tort Claims Act, and the Department and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.



**SECTION TEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to this Agreement for a minimum of three (3) years after final payment under this Agreement. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

**SECTION ELEVEN - AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

**SECTION TWELVE - TERMINATION:**

This Agreement shall expire two years from the date of execution by all parties hereto. Neither party shall have any obligation under this Agreement after said date. If the Sponsor fails to comply with any provisions of this Agreement the Division has the option to terminate this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

**SECTION THIRTEEN - TERMS OF THIS AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

**SECTION FOURTEEN - EXECUTION OF AGREEMENT:**

The Agreement shall not take effect until executed by all of the parties hereto.

**SECTION FIFTEEN - SEVERABILITY:**

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

**SECTION SIXTEEN - AMENDMENT:**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

**IN WITNESS WHEREOF** , the Parties hereto have executed this Agreement the day and year hereinafter first written.

Recommended by AVIATION DIVISION

Approved by the NEW MEXICO DEPARTMENT OF TRANSPORTATION


By: \_\_\_\_\_  
Director or Designee

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

Approved as to form and legal sufficiency By the Department's Office of General Counsel

DocuSigned by:  
  
John Newell  
Assistant General Counsel  
By: \_\_\_\_\_  
Assistant General Counsel

Date: 08/09/24  
\_\_\_\_\_

si Trujillo  
\_\_\_\_\_  
Name of Sponsor

By: \_\_\_\_\_  
Sponsor's Designated Official Representative

Title: Chairman of Colfax County Commission  
\_\_\_\_\_

EXHIBIT A

**Colfax County**

**REQUEST FOR PROPOSALS (RFP)**

**Air Service Operator for Colfax County Angel Fire Airport**



**RFP #2023-01**

**Issue Date: April 25, 2023**

**Submission Deadline: May 11, 2023**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish Solicitation for Air Service Operator (ASO) for Colfax County Airport at Angel Fire, NM.

### **B. BACKGROUND INFORMATION**

The Colfax County Manager's office is located at 230 N. 3rd St., Raton, New Mexico. The County seeks solicitation for Air Service Operator (ASO) for Colfax County Airport at Angel Fire, NM.

### **C. SCOPE OF PROCUREMENT**

Request for Proposal regarding Solicitation for Air Service Operator (ASO) for Colfax County Airport at Angel Fire, NM.

### **D. CHIEF PROCURMENT OFFICER**

1. Colfax County has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Virginia Strohm  
Address: 230 N 3<sup>rd</sup> St., 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, NM 87740  
Telephone: (575) 445-9661  
Fax: (575) 445-2902  
Email: [vstrohm@co.colfax.nm.us](mailto:vstrohm@co.colfax.nm.us)

2. All responses sent via express carrier must be addressed as follows:

Name: Virginia Strohm  
Reference RFP Name: Air Service Operator for Colfax County Angel Fire Airport  
Address: Colfax County  
230 North 3<sup>rd</sup> St., 3<sup>rd</sup> Floor  
PO Box 1498  
Raton, NM 87740

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other county employees or Evaluation Committee members do not have the authority

to respond on behalf of Colfax County. Protests of the solicitation or award must be delivered by mail to the County Manager's Office, Attn: Protest Officer. Only protests delivered directly to the Protest Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Chief Procurement Officer be considered properly submitted.

#### **E. DEFINITIONS OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

**"Business Hours"** means 7:00 AM thru 5:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**"Chief Procurement Officer"** means Virginia Strohm who is authorized by Colfax County to administer contracts and make written determinations and recommendations with respect thereto.

**"Confidential"** means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that may be obtained from a source outside this request for proposal is considered confidential information.

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

**"Desirable"** the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**"Electronic Version"** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version may not be emailed.

**"Evaluation Committee"** means a body appointed to perform the evaluation of Offerors' proposals.

**"Finalist"** means 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.



**"IT"** means Information Technology.

**"Mandatory"** - the terms "must" "shall" "will" "is required" or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

**"Multiple Source Award"** means an award of a contract for one or more of the Scope of Work to more than one Offeror.

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

**"Price Agreement"** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish services to Colfax County.

**"Redacted Version "** means a version of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**"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"** means an offer 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.

**"Statement of Concurrence"** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (e.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.)

**"Unredacted Version"** means a version of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule, description and conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Colfax County	April 25, 2023
2. Acknowledgement of Receipt	Colfax County	May 1, 2023 by 2pm MST
3. Pre-Proposal Conference	Colfax County	<i>NA</i>
4. Deadline to submit Questions	Potential Offerors	May 1, 2023 by 2pm MST
5. Response to Written Questions	Chief Procurement Officer	May 4, 2023 by 4pm MST
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 11, 2023 by 2pm MST</b>
7. Proposal Evaluation	Evaluation Committee	Immediately Following
8. Selection of Finalists	Evaluation Committee	Immediately Following
9. Best and Final Offers	Finalist Offerors	May 18, 2023
10. Oral Presentation(s)	Finalist Offerors	April 18, 2023 (if needed)
11. Award Vendor	Colfax County /Finalist Offerors	June 13, 2023
12. Contract Finalize	Colfax County/ Finalist Offerors	June 13, 2022
13. Protest Deadline	Colfax County	15 days from award date

**B. EXPLANATION OF EVENTS**

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

**1. Issuance of RFP**

This RFP is being issued on behalf of Colfax County for Air Service Operator for Colfax County Angel Fire Airport.

**2. Acknowledgement of Receipt**

Potential Offerors should hand deliver, return by facsimile, or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, 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 Chief Procurement Officer by 4:00 pm MST or MDT on 05/01/2023.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

**3. Pre-Proposal Conference**

A pre-proposal conference will NOT be held as indicated in the sequence of events.

**4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP on or before 2:00 PM Mountain Daylight Time on May 1, 2023. All written questions must be addressed to the Chief Procurement Officer.

Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [www.co.colfax.mn.us](http://www.co.colfax.mn.us) .

**6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT SAVINGS TIME ON May 11, 2023.

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 Chief Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Financial Audit Services - RFP #2023-01. 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 submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Colfax County signature on the contract(s) resulting from the procurement has been obtained.

**7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will make their selection and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

## **10. Award Vendor**

The Colfax County Commission will award vendor and any Contractual agreement(s) resulting from this RFP to be finalized with the most advantageous Offeror(s). This date of award is subject to change at the discretion of Colfax County Commission. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, Colfax County Commission will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of Colfax County Commission. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Colfax County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to the approval of the Colfax County Commission.

## **12. Protest Deadline**

Any protest by an Offeror must be timely. Protests must be delivered directly to the Protest Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with this Request for Proposals. The 15-calendar day protest period shall begin on the day following

the award of contracts and will end at 5:00 pm Mountain Daylight Savings Time on the 151h day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Protest Officer. The protest must be delivered to:

Colfax County Manager's Office  
Attn: Protest Officer  
230 North 3rd St., 2nd Floor Raton, NM 87740  
(575) 445-9661

Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

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

Potential 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. Prime Contractor Responsibility**

Any contractual agreement that results from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Colfax County which derives from this RFP. Colfax County will make payments to only the prime contractor(s).

#### **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 clearly identified as such in the transmittal letter. Colfax County personnel will not merge, collate, or assemble proposal materials.

#### **4. Offeror's 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 addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

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

#### **5. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

**6. Disclosure of Proposal Contents**

A. Proposals will be kept confidential until negotiations and the award are completed by Colfax County. At that time, all proposals and documents pertaining to the proposals will be open to the public. The County may, at any time be required to permit inspection and copying of this RFP under the Inspection of Public Records Act.

**7. No Obligation**

This RFP in no manner obligates Colfax County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**8. Termination**

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

**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 terminations will be affected by sending written notice to the contractor. Colfax County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**10. Legal Review**

Colfax County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer. The final contract(s) will be subject to Legal Review by the County Attorney.

**11. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico and the proper venue shall be Colfax County, New Mexico.

**12. Contract Terms and Conditions**

The contract between Colfax County and a contractor(s) will follow the format specified by Colfax County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, Colfax County reserves the right to negotiate provisions in addition to those contained in this RFP

(Sample Contract) with any Offeror. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract. Colfax County discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of Colfax County, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

**13. 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 same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. If all offers are unacceptable, the RFP will be re-issued.

**14. Notice of Penalties**

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

**15. Colfax County Rights**

Colfax County reserves the right to accept all or a portion of a potential Offeror's proposal.

**16. Right to Publish**

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

**17. Ownership of Proposals**

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

**18. 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.

**19. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by Colfax County, the Offeror acknowledges that the version maintained by Colfax County shall govern. Please refer to: [www.co.colfax.nm.us](http://www.co.colfax.nm.us).

**20. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal.

**21. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
6. Identify the following with a check mark and signature where required:
  - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. Explicitly indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in paragraph 2 above.

**22. Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000) with Colfax County for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:



1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state, or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

a. the 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;

b. violation of Federal or state antitrust statutes related to the submission of offers; or

c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds three thousand dollars (\$3,000) which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the

Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. The required disclosure is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available, Colfax County Commission may terminate the involved contract for cause and the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Colfax County Commission.

### **23. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

### **24. New Mexico Procurement Code**

<https://laws.nmonesource.com/w/nmos/Cbapter-13-NMSA-1978#!b/al>

**25. Express contingency: contract with any successful bidder(s) in response to this RFP shall be subject to contingent upon the County's award of certain grant and the County's budget appropriation, and any potential bidders to this RFP shall expressly acknowledge this contingency.**

## **III. RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

Offerors should submit only one proposal in response to this RFP.

### **B. NUMBER OF COPIES**

#### **1. Hard Copy Responses**

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in Section 111.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

**Offerors should deliver:**

**1. Technical Proposals** - One (1) ORIGINAL, and four (4) HARD COPIES, of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. Each of the three Scopes of Work must be listed separately. Contractor may bid one or more Scopes of Work as desired.

- ▶ Proposals containing confidential information must be submitted as two separate binders:
  - Unredacted version for evaluation purposes
  - Redacted version (information blacked out and not omitted or removed) for the public file

**2. Cost Proposals** -One (1) ORIGINAL, and four (5) HARD COPIES of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. Each of the three Scopes of Work must be listed separately. Contractor may bid one or more Scopes of Work as desired.

The original and hard copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section 111.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.

**C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts).

**1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

A. Signed Letter of Transmittal

B. Table of Contents

C. Proposal Summary (Optional)

D. Response to Contract Terms and Conditions

E. Offeror's Additional Terms and Conditions

F. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)

1. Organizational Experience

2. Organizational References

3. Oral Presentation

4. Mandatory Specification

5. Desirable Specification

6. Financial Stability

7. Signed Campaign Contribution Form

8. New Mexico Preferences (If applicable)

G. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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.

#### **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

##### **A. DETAILED SCOPE OF WORK**

###### **1. Term**

The term of the contract will be from Date of Award and continuing for an initial term of ten (10) years (the “initial term”). There will be an opportunity to negotiate an extension—not to exceed two years —prior to the end of the eight-year term, if the County is satisfied with the performance of Operator unless otherwise notified by the County.

**TERMINATION FOR CAUSE**

If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor’s obligation under the contract, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of the contract, the County may order the CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within ten (10) working days of date of written notice, the County shall have the right to immediately terminate the contract. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed. Except as otherwise allowed or provided under this Agreement, Colfax County’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Operator’s receipt of the notice of termination; 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. Notwithstanding the any other provision in this Agreement, this Agreement may be terminated immediately upon written notice to the Operator if the Operator becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Operator or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY’S OTHER LEGAL RIGHTS AND REMEDIES FOR THE OPERATOR’S DEFAULT/BREACH OF THIS AGREEMENT.

**TERMINATION FOR CONVENIENCE**

Notwithstanding the above, the contract may be terminated without cause by the County upon written notice delivered to the CONTRACTOR at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination

**CANCELLATION FOR CAUSE**

If the Contractor fails to fulfill any obligation resulting from the contract in a timely and responsive manner, or if the Contractor violates any of the terms of the contract, the County shall have the right to cancel the contract by giving written notice of cancellation to the Vendor.

**INSURANCE**

Contractor shall, upon award, provide Certificates of Insurance as stated in the Scope of Work. Certificates shall be furnished prior to any work commencing.

### **ASSIGNMENT**

Neither the contract, nor any claim thereunder shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the County Procurement Officer. No such consent shall relieve the Contractor from its obligations and liabilities under this Contract.

The County reserves the right to accept services by others in the event an unusual need arises.

### **VARIATION IN SCOPE OF WORK**

Increases or decreases in the Scope of Work can be made as requested by the County.

### **LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal/New Mexico State Laws, County Ordinances and Rules and Regulations of all authorities having jurisdiction over the Colfax County Airport shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

### **SCOPE OF WORK**

Colfax County, New Mexico is soliciting Proposals for the right and privilege of doing business with the Colfax County Airport located at Angel Fire, NM Airport (AXX) as an Air Service Operator (ASO) under the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP) as described herein.

Below, under "A" are required minimum services, and under "B" are additional desired services which will constitute almost total operation of the airport. The Colfax County requests responses to this RFP to address both "A" and "B".

#### **A. Scope and Services to be Offered by ASO:**

1. Scheduled passenger air service to/from the Angel Fire Airport (AXX).
2. Operate a schedule from 2x to 7x weekly during "Peak Months" and 1x to 2x weekly other months for each year. Peak Months are Dec-Mar and Jun Sep.
3. Optimize daily scheduling for connection with target airlines at the inbound hub.
4. Target market primarily is Albuquerque International Sunport (ABQ), other possible markets or combinations with ABQ include Dallas Ft.-Worth International Airport (DFW), Dallas Love Field Airport (DAL), Lubbock Preston Smith International Airport (LBB), Rick Husband Amarillo Airport (AMA) or other destinations to be determined.

5. Inaugural flight target is Dec 2023.
6. Establish competitive fares to both optimize usage as well as financial performance of the service.
7. Provide a detailed cost structure scaled to the route destination and frequency as outlined above, and in line with similar and competitive operations in the industry, and proposal for financial support in the form of a Minimum revenue Guarantee (MRG), flat fee, or other structure.
8. Offer a minimum two-year commitment.
9. Mutually work and agree with County and Airport staff and representatives on the routes, schedules, costs, and pricing as outlined above.
10. Contractor is to be responsible for all required FAA and NMDOT reporting.
11. Contractor will work with Colfax County, Village of Angel Fire, Angel Fire Resort and other entities in the Moreno Valley to advertise and promote the service with the goal of increasing aviation traffic and local traffic;
12. PERMITS, LICENSES, AND CERTIFICATES. Contractor shall obtain any and all permits, licenses, and certificates, which may be required in connection with the improvement, use and performing duties of the demised premises and aircraft operations in this Agreement. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.
13. NMDOT requires proof the carrier is licensed in the state of New Mexico.
14. NMDOT requests that proposals include information concerning proposed schedules, projected block hours, and financial data supporting subsidy requests, including information on projected expenses and revenues.
15. Air carrier proponents should also understand that award of a rural air service contract pursuant to this RFP is subject to the award to the County by the State of New Mexico of a grant under the RASEGP.

**B. Additional Desired Services of ASO:**

The intent of this part of the RFP is for the solicitation for the Contractor (ASO) to operate air service to/from AXX. The duties and responsibilities contained herein are a representative list of desired duties and are not considered to be complete.

**Duties and Responsibilities of Contractor Consist of:**

1. The County requests proposals that outline details of a plan of safe, reliable, and adequate air service operating to/from Angel Fire, New Mexico, to be accomplished with a reasonable operating

budget that will be pursuant to a grant to the County from the State of New Mexico under the RASEGP, and the parameters and finding outlined therein.

2. Contractor is responsible for adequate level operational consistency, high quality customer service, professional airport operations,
3. Contractor is responsible for weekly flight performance reporting, monthly financial performance reporting, daily operational updates in case of disrupted service.

**C. Special Conditions:**

1. By regulation, air carriers procured by the County under the New Mexico RASEGP must commit to:
  - use aircraft with passenger capacity of not more than nine (9) persons.
  - establish air routes not served at the time of grant award to the County.
2. • demonstrate valid and current licensure by the State of New Mexico. Pursuant to state regulation, all air carriers proposing to provide passenger service under the RASEGP will be required to include in their proposal, at minimum, the following:
  - A description of the airport that will serve the proposed new scheduled air service.
    - A description of any existing or previously operative air service, including the carriers providing the service, service frequency, direct and connecting connections offered, available fares, and equipment types.
    - A commitment that if a grant is awarded to the County, the air carrier will enter into a written operating agreement with the County to provide the air service described.
    - Disclosure on the part of the air carrier of the existence of interline agreements that the air service provider has made with larger carriers to allow passengers and cargo of the air service provider at the hub airport to be transported by the larger carrier(s) through one reservation, ticket, and baggage check-in.

**D. Desirable Qualifications:**

1. A minimum of three (3) years prior operating experience as a passenger service airline or an aviation commercial enterprise, preferably in airports similarly sized to AXX, or substantial equivalent. Offeror will detail experience and provide the resume of the proposed-on site manager or designated staff;
2. Contractor (or Offeror or Operator) may propose additional services as for approval by the County Commission.
3. INSURANCE REQUIREMENTS



The Contract shall require the Contractor to obtain and maintain throughout the life of the contract the following insurance, at contractor's expense. Contractor shall provide said insurance prior to commencing operations. The County shall be named as additional insured on all policies.

a. Worker's Compensation: The successful bidder, referred to as the Contractor shall maintain at its expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work site. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for its employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to the County.

b. Other required coverage: The Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect the Contractor and the County and any subcontractor performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damage which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

c. Coverage Required: The kinds and amounts of insurance required are as follows:

i). Commercial General Liability Insurance: A Commercial General Liability insurance policy including aviation activity with combined limits of liability for bodily injury or property damage as follows:

Dollar Amount (\$)	Type of Coverage
\$10,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$10,000,000	Policy Aggregate
\$1,000,000	Products liability/ Completed Operations
\$1,000,000	Personal & Advertising Injury
\$50,000	Fire Legal
\$5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the County by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract;

ii). Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include

coverage for the use of all owned, non- owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work;

iii). Worker's Compensation Insurance: Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico;

iv). Increased Limits: During the life of the Contract, the County may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made. Operator shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least ten (10) days' prior written notice to County and shall reflect proof of payment of premiums

4. INDEMNIFICATION AND HOLD HARMLESS. Contractor expressly agrees to defend, protect, indemnify and hold harmless the County, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the County, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Contractor, its officers, agents or employees use or misuse of the premises. Contractor agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Contractor or the County, which arise out of the negligent acts or omissions of the Contractor. If any claim or legal action is brought arising out of the negligent acts or omissions of the Contractor and is also brought against the County, the County agrees to cooperate with the defense of the claim or legal action. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act; for the purpose of this Agreement, Contractor's employees or agents shall not be considered as the County employees.

5. ASSIGNMENT. Contractor shall not assign this Lease or sublease any part of the premises without prior written approval of the County.

6. PARTIAL INVALIDITY. In any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. AFFIRMATIVE ACTION. The Contractor assures that it will undertake and comply with the program required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, to insure that no person shall on the grounds of race, creed, color, national origin, sex or other prescribed ground, be excluded from participation in any employment activities covered in said Title

49. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Contractor assures that it will require assurances from their sub-organizations to provide assurance to the County that they similarly will undertake and comply with the Title 49 programs and laws.

8. UNLAWFUL USE. Contractor agrees that no business be conducted or carried on therein in violation of the terms of this Agreement or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction here over.

9. NONDISCRIMINATION. In the operations to be conducted pursuant to the provisions of this Agreement and otherwise in the use of the airport, the Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. The Contractor shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price of each item, article, unit or service; provided that the Contractor may be allowed to make reasonable and non-discriminating discounts, rebates or other similar type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the County shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or at the election of the County it shall have the right to judicially enforce said provisions.

10. SUBORDINATE TO AGREEMENTS WITH U.S.A. This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

11. WAR OR NATIONAL EMERGENCY. This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Agreement thereby made inconsistent shall be suspended.

12. DEVELOPMENT OF AIRPORT. The County reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Contractor and without interference or hindrance by the Contractor.

13. BANKRUPTCY. Should the Contractor make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or the reorganization or any arrangement be filed by or against the Contractor, or if the Contractor should become bankrupt or insolvent or if a receiver be appointed at the request of the Contractors creditors (except as a receiver appointed at the request of the Contractor) such action shall constitute a breach of this Agreement for which the

Lessor at the option, may terminate all rights of the Contractor or its successors in interest under this Lease.

14. AMENDMENTS TO BE IN WRITING. This Agreement sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

15. SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

16. NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States Code.

17. WAIVER OF RIGHTS. The failure of the County to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

18. NOTICES. All notices given or to be given, by either party to the other, shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereinafter designate. Notices to the County and Contractor shall be addressed as follows:

If to the County:

County Manager's Office  
230 North 3rd St., 3rd Floor  
PO Box 1498  
Raton, NM 87740  
email: Monte Gore <mgore@co.colfax.nm.us>

If to the Operator:

email:

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

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Colfax County, New Mexico. The Contractor expressly waives any right to remove such action from Colfax County.

21. NO THIRD PARTY BENEFICIARIES. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the Contractor or the County, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

22. TIME. Time is of the essence of this Agreement.

23. Conflict of Interest; Governmental Conduct Act.

a) The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

b) The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 6 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Operator specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Colfax County employee if such employee was or is employed by Colfax County and participating directly or indirectly in Colfax County's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of Colfax County; (ii) the Contractor is not a member of the family of a public officer or employee of Colfax County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Operator is a public officer or employee of Colfax County, a member of the family of a public officer or employee of Colfax County, or a business in which a public officer or employee of Colfax County or the family of a public officer or employee of Colfax County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

c) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of Colfax County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of Colfax County whose official act, while in County employment, directly resulted in Colfax County's making this Agreement;

d) this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

e) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for

this Agreement or any procurement related to this Agreement; and

f) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Colfax County.

g) Operator's representations and warranties in this Agreement are material representations of fact upon which Colfax County relied when this Agreement was entered into by the parties. Operator shall provide immediate written notice to Colfax County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in this Agreement were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in this Agreement were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Colfax County and notwithstanding anything in the Agreement to the contrary, Colfax County may immediately terminate the Agreement. All terms defined in the Governmental Conduct Act have the same meaning in this paragraph.

#### 24. 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.

#### 25. 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.

#### 26. Equal Opportunity Compliance.

The 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, the Operator 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 Operator is found not to be compliance in with these requirements during the life of this Agreement, Operator agrees to take appropriate steps to correct these deficiencies.

27. Records and Financial Audit.

If applicable, the Operator 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 five (5) years from the date of final payment or disbursement under this Agreement or Grant award. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration, the State Auditor and provide copies to Colfax County when requested to do so. Colfax County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Colfax County to recover excessive or illegal payments.

28. 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.

29. Authority.

If Operator is other than a natural person, the individual(s) signing this Agreement on behalf of Operator represents and warrants that he or she has the power and authority to bind Operator, and that no further action, resolution, or approval from Operator is necessary to enter into a binding contract. The parties' obligations under this Agreement are subject to official County Commissioners' approval

30. AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

31. Legal Compliance. Operator agrees that no business be conducted or carried on therein in violation of the terms of this Agreement or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction here over. Operator shall obtain any and all permits, licenses, and certificates, which may be required in connection with the improvement, use

and performing duties of the demised premises and aircraft operations in this Agreement. Operator shall comply with all applicable federal, state and local laws and regulations and the Operator shall keep in effect any and all licenses, permits, notices and certificates as are required. Operator will, with County, its authorized agents, representatives, servants and employees, act at all times under the rules and regulations of the Federal Aviation Administration, New Mexico State Aviation, and the rules and regulations of Colfax County, or the rules and regulations of any other proper authority having jurisdiction now or hereafter over conduct of operations at the Airport. Operator shall obtain any necessary permits required by Federal and State law.

32. Airport Protection. It shall be a condition of this Agreement that the County reserves unto itself, its successors in interest, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Operation described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport. The Operator expressly agrees for itself, its successors in interest, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Operation to such a height so as to comply with Federal Aviation Regulations, Part 77 (14 C.F.R. § 77) or any applicable state law and county ordinance. The Operator expressly agrees for itself, its successors in interest, and assigns, to prevent any use of the Operation that would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard. The Contractor shall ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the County and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

**B. TECHNICAL SPECIFICATIONS**

**1. Organizational Experience**

Offerors must:

a) Provide a description of relevant experience with government and private sector, specifically with local public bodies of government. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as air service operator.

**2. Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The



business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before May 1, 2023 by 2:00 PM MST for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the organization's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Chief Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Chief Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, Colfax County reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

### **C. BUSINESS SPECIFICATIONS**

#### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror. Offeror may also include three (3) years of tax records or letter from CPA or financial institution indicating sufficient financial stability to fulfill contract.

#### **2. Financial Responsibility**

Offerors shall provide proof of General Commercial and Automobile Liability insurance in accordance with the New Mexico Tort Claims Act.

#### **3. Letter of Transmittal Form**

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company.

**4. Campaign Contribution Disclosure Form**

The Offeror MUST complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

**5. Cost**

Offerors MUST complete the Cost Response Form in APPENDIX D. Cost will be measured by Solid Waste Services. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

**6. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category

**B. EVALUATION FACTORS**

Shortlisting - A maximum total of 115 points are possible (125 points with application of Colfax County or State of New Mexico Resident Business preference)

The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criterion are listed below.

Scoring - Utilizing the materials provided by the Procurement Officer, and the criteria outlined within the qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Officer. At the committee meeting, the Procurement Officer will poll members of

the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Officer who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether oral presentations will be conducted, whether to solicit Best and Final Offers from the top respondents, or both. Interviews will be conducted if a majority of the members present at the meeting determine whether interviews are in the best interest of the County.

Should the committee elect to conduct interviews, the top ranked respondents may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to the time, date and place. The committee will conduct interviews, and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. The County is under no obligation to conduct interviews with any Offeror.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Evaluation Criteria: The proposal will be evaluated based on the following criteria:

Response to Mandatory Requirements: Pass/Fail only.

The County reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

<b><u>Factor</u></b>	<b><u>Points Available</u></b>
<b>Mandatory Submittals</b>	
Letter of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Financial Statements	Pass/Fail
<b>Technical Specifications</b>	
Firm History and Experience	25
Scope of Services and Management Plan	30
Personnel Qualifications	25
Quality and Completeness of Response	5
Cost Proposal	15
Oral Presentations if Held	15
<b>SUB TOTAL</b>	115
Resident Preference	10
<b>TOTAL</b>	125

B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

1. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

2. B.3 Mandatory Specifications

3. B.4 Desirable Specifications

4. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.5 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offer Bid X Available Award Points This Offeror's Bid

8. C.6. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:

10% for less than \$3M (prior year revenue)

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section N, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to Colfax County taking into consideration the evaluation factors in Section N will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor must be grounds for rejection regardless of overall score.

**APPENDIX A  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSAL**

Air Service Operator  
for Colfax County  
Angel Fire Airport  
RFP #2023-01

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than May 1, 2023 by 2:00PM MST/MDS. 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 the written responses to those questions as well as RFP amendments, if any are issued.

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

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. Firm does/does not (circle one) intend to respond to this Request for Proposal.

How did you hear about this RFP ? \_\_\_\_\_

---

Virginia Strohm, Chief Procurement Officer

**RFP #2023-01**

230 North 3<sup>rd</sup> St., 3<sup>rd</sup>

Floor PO Box 1498

Raton, NM 87740

Fax:575-445-2902/ E-mail: [vstrohm@co.colfax.nm.us](mailto:vstrohm@co.colfax.nm.us)



## **APPENDIX B**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

### Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Colfax County 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 Colfax County 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 Colfax County 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 PROSPECTNE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATNE 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

\_\_\_\_\_  
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 C**

**APPENDIX D**

*Letter of Transmittal Form*

**RFP#:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer: Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer: Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

(Attach extra sheets, as needed)

5. Please describe any relationship with any entity which will be used in the performance of any resultant contract.

\_\_\_\_\_

(Attach extra sheets, as needed)

- 6.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 202\_  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)



**APPENDIX E**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

Colfax County, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: **Virginia Storm by May 1, 2023 by 2:00 PM MST/DST** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP #2023-01 ORGANIZATIONAL  
REFERENCE QUESTIONNAIRE  
FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to Colfax County via facsimile or e-mail at:

Name: Virginia Strohm, Chief Procurement  
 Address: Officer 230 North 3<sup>rd</sup> St. 3<sup>rd</sup> Floor  
 PO Box 1498  
 Raton, NM 87740  
 Telephon 575 445-9661  
 e: Fax: 575 445-2902  
 Email: [vstrohm@co.colfax.nm.us](mailto:vstrohm@co.colfax.nm.us)

No later than May 1, 2023 by 2:00 PM MST/MDS, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact Colfax County Chief Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providin2 reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	

QUESTIONS:

1. In what capacity have you worked with this organization in the past?

COMMENTS:

2. How would you rate this organization's knowledge and expertise?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the organization's flexibility relative to changes in the project scope and timelines?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the organization?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the organization and your staff?

\_\_\_ {3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the organization's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_

Rating: Name:

\_\_\_\_\_ Rating

g:

Name: \_\_\_\_\_

Rating: Name:

\_\_\_\_\_ Rating

g: COMMENTS:

7. With which aspect(s) of this organization's services are you most satisfied? COMMENTS:

8. With which aspect(s) of this organization's services are you least satisfied? COMMENTS:

9. Would you recommend this organization's services to your organization again? COMMENTS:

## **APPENDIX F**

**RESIDENT, RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

PLEASE CHECK ONLY ONE BOX FROM THE (2) CHECK BOXES LISTED BELOW:

\_\_\_\_\_ I declare that my firm is eligible to receive New Mexico Resident Veterans Preference.

\_\_\_\_\_ I declare that my firm is eligible to receive New Mexico Resident Local Preference.

Please Indicate: Veteran Preference

\_\_\_\_\_ 10% under \$3 Million

Local Preference \_\_\_\_\_ 5%

**AN ACT**

**RELATING TO PROCUREMENT; AMENDING THE RESIDENT VETERAN BUSINESS PREFERENCE; REPEALING LAWS 2012, CHAPTER 56, SECTION 2 AND LAWS 2012, CHAPTER 56, SECTION 6.**

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1.**

Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21. APPLICATION OF PREFERENCES.--

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose of selling goods or services, including growing, producing, processing or distributing agricultural products;

(2) "formal bid process" means a competitive bid process;

(3) "formal request for proposals process" means a competitive proposal process, including a competitive qualifications-based proposal process;

(4) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule

municipalities;

(5) "recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications;

(6) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran business; and

(7) "resident veteran business" means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. Except as provided in Subsection C of this section, when a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) resident business to be five percent lower than the bid actually submitted; or

(2) resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in HB 93 the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal bid process and the bids are received for both recycled content goods and non-recycled content goods, the public body shall deem:

(1) bids submitted for recycled content goods from any business, except a resident veteran business, to be five percent lower than the bids actually submitted; or

(2) bids submitted for recycled content goods from a resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bids actually submitted.



D. When a public body makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:

(1) five percent of the total weight of all the factors used in evaluating the proposals to a resident business; and

(2) ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran business that has annual gross revenues of up to

three million dollars (\$3,000,000) in the preceding tax year. HB 93

E. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

(1) five percent of the total possible points to a resident business; or

(2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

F. When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference provided pursuant to Subsection B, C, D or E of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

G. A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

H. A public body shall not award a business both a resident business preference and a resident veteran business preference.

I. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section.

J. This section shall not apply when the expenditure includes federal funds for a specific purchase." SECTION 2. Section 13-4-2 NMSA 1978 (being Laws 1984, Chapter 66, Section 2, as amended) is amended to read: "13-4-2. APPLICATION OF PREFERENCE.--

A. For the purposes of this section:

(1) "formal bid process" means a competitive sealed bid process;

(2) "formal request for proposals process" means a competitive sealed proposal process, including a competitive sealed qualifications-based proposal process;

(3) "public body" means a department, commission, council, board, committee,

institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(4) "public works contract" means a contract for construction, construction management, architectural, landscape architectural, engineering, surveying or interior design services;

(5) "resident contractor" means a person that has a valid resident contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran contractor; and

(6) "resident veteran contractor" means a person that has a valid resident veteran contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. For the purpose of awarding a public works contract using a formal bid process, a public body shall deem a bid submitted by a:

- (1) resident contractor to be five percent lower than the bid actually submitted; or
- (2) resident veteran contractor with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body awards a contract using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:

- (1) five percent of the total weight of all the factors used in evaluating the proposals to a resident contractor; or
- (2) ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

D. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award an additional of the equivalent of:

(1) five percent of the total possible points to a resident contractor; or

(2) ten percent of the total possible points to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

**E.** When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided pursuant to Subsection B, C or D of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract that will be performed by each contractor as specified in the joint bid or joint proposal.

**F.** A resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

**G.** A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference.

**H.** The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the

awarding of a contract in violation of this section." SECTION 3. A new section of the Procurement Code is enacted to read:

"DUTY TO PROMULGATE RULES.--The secretary of general services shall promulgate rules necessary to implement the provisions of this 2016 act."

SECTION 4. REPEAL.--Laws 2012, Chapter 56, Section 2 and Laws 2012, Chapter 56, Section 6 are repealed.

SECTION 5. EFFECTIVE DATE.--The effective date of the provisions of this act is July 1, 2016.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

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

---

(Signature of Business Representative)\*

\*Must be an authorized signatory for the Business.

**Certificate Of Completion**

Envelope Id: A6BD33A36706489C8CABA7C839B0E231	Status: Sent
Subject: Complete with DocuSign: AXX-25-01 - RURAL AIR SERVICE ASSISTANCE.pdf	
Source Envelope:	
Document Pages: 64	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Dan Moran
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1120 Cerrillos Rd.
	Santa Fe, NM 87505
	Dan.Moran@dot.nm.gov
	IP Address: 164.64.74.26

**Record Tracking**

Status: Original	Holder: Dan Moran	Location: DocuSign
8/1/2024 2:19:37 PM	Dan.Moran@dot.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Transportation	Location: DocuSign

**Signer Events**

John P Newell  
 johnp.newell@dot.nm.gov  
 Assistant General Counsel  
 NMDOT  
 Security Level: Email, Account Authentication (None), Login with SSO

**Signature**

DocuSigned by:  
  
 John P Newell  
 Assistant General Counsel  
 C750CEC1625D488...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 164.64.74.20

**Timestamp**

Sent: 8/1/2024 2:25:13 PM  
 Viewed: 8/9/2024 10:27:06 AM  
 Signed: 8/9/2024 11:24:23 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Si Trujillo  
 strujillo@co.cofax.nm.us  
 Chairman of Colfax County Commission  
 Security Level: Email, Account Authentication (None)

Sent: 8/9/2024 11:24:25 AM  
 Viewed: 8/10/2024 6:21:11 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/10/2024 6:21:11 PM  
 ID: 2a475c38-d02d-44f7-af1f-983ecfba09c

Pedro Rael  
 Pedro.Rael@dot.nm.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ricky Serna  
 Ricky.Serna@dot.nm.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Monte Gore  
mgore@co.colfax.nm.us  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Scott Matthews  
smatthews@co.colfax.nm.us  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Christina Lucero  
Christina.Lucero3@dot.nm.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/1/2024 2:25:13 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
--------------------------------------------

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact New Mexico Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov)

### **To advise New Mexico Department of Transportation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from New Mexico Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with New Mexico Department of Transportation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



## FY25 Corrections Recruitment Fund

DFA invites NM correctional, detention, probation, and parole agencies to apply for salary funding to recruit certified and non-certified correctional, detention, parole, and probation officers to improve the personnel capacity within correctional facilities.

### When?

Correctional, detention, probation, and parole agencies must apply for funding from May 15, 2024, to June 15, 2024, at 5 PM.

### How and Where?

Fully completed applications must be submitted by June 15<sup>th</sup>, 2024 at 5 PM.

**Application:** <https://forms.office.com/g/V87YUMUQ3S>

## FAQ

### ***Can these funds be used for retention?***

No. These funds are for recruiting and paying for salaries and benefits for correction, detention, probation, and parole officers.

### ***Are benefits for salaries covered with this fund?***

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated.

### ***Can we use these funds for recruitment bonuses/incentives to attract people?***

No. These funds are only for the salaries and benefits of newly recruited officers.

### ***Will the funds go directly to the applying agency?***

No. By law, DFA must allocate funds to the local governing body or state agency, but the allocated money will be identified in the grant agreement for each agency.

### ***Can different departments apply under one application?***

No. Each requesting local governing body or state agency should complete its own application and shall have the support of the local governing body.

## Allocation Disbursement

1st Year Allocation - 100%  
2nd Year Allocation - 50  
3rd Year Allocation - 25%

\*\*\*Contingent upon amendment to HB2 during 2025 Legislative Session

## Recruitment Positions

### Funds can be used:

- To recruit correctional, detention, probation, and parole officers – certified or uncertified

### Type of allowable positions:

- Correctional Officers – Certified or Uncertified
- Detention Officers – Certified or Uncertified
- Probation and Parole Officers – Certified or Uncertified

RECIPIENT:

**Colfax County**

<u>APPROPRIATION NUMBER:</u>	<u>ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
<b>24-Z15042-03</b>	<b>\$ 525,000.00</b>	<b>June 30, 2025</b>

ALLOCATION PURPOSE

**Five hundred twenty-five thousand dollars over three years to be utilized in accordance with the provisions of HB2. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body**

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows: 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

**Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30<sup>th</sup>, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.**

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Corrections Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **Colfax County**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

\_\_\_\_\_

Local Corrections/Detention Agency

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Local Governing Body Authority

\_\_\_\_\_

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24-Z15042-03 in the amount of \$300,000.

\_\_\_\_\_

Jeannette Gallegos  
Interim Director, Local Government Division

\_\_\_\_\_

Date



