

# County of Curry



## Request for Proposals No. 2015/2016 – 04

### CONSULTING SERVICES TO ASSIST IN CONDUCTING, RESEARCHING, DEVELOPING AND DRAFTING A CURRY COUNTY LAND USE PLAN/POLICY

Date Issued:  
October 13, 2015

Date Qualifications Submitted By:  
Tuesday, November 24, 2015  
Time: 2:00 p.m.

Sealed Proposals Submitted To:

Curry County Administration  
700 N. Main Street, Suite 10  
Clovis, NM 88101  
Attn: Finance Department

Proposals must be submitted in a sealed  
envelope that is clearly marked

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**“RFP No. 2015/16-04 – Do Not Open”**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as “County”) is requesting competitive sealed proposals for a consultant which can develop and draft a land use plan/policy for Curry County. Curry County is in need of a land use plan/policy that it can use to participate with the Federal agencies in matters involving Federal statutes and regulations, including those related to Federal decisions and actions including but not limited to the decision making processes governed by the National Environmental Protection Act, the Federal Land Policy and Management Act, the National Forest Management Act and the Endangered Species Act. The plan must include the necessary legal, factual, and scientific research and analysis necessary for the County to address and describe any impacts to Curry County as a result of any and all federal decisions. The plan/policy must address the physical environment, local tax base, community stability and local custom and culture (best use) of the private land in Curry County.

As part of the process to follow, the Consultant should be prepared to assist in the facilitation of public scoping and input meetings, developing and presenting a draft to all appropriate County sub committees, and making amendments as needed on a public input and comments and presenting a final product for consideration to the Board of Curry County Commission.

To be responsive, seven (7) copies of the proposals must be submitted no later than Tuesday, November 24, 2015 at 2:00 p.m. at the Curry County Administration Office, located at 700 North Main Street, Suite 10, Clovis, NM 88101

**IMPORTANT: SEALED PROPOSAL** along with RFP number, the offeror’s name and address **MUST** appear clearly on the sealed envelope or packaged with all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (County Manager Lance Pyle or County Finance Director Carol Pipes) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 700 N. Main, Suite 10, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 700 N. Main, Suite 10, Curry County Courthouse, Clovis, NM 88101.

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**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.**

Lance A. Pyle

Curry County Manager

Phone - 575-763-6016

Fax - 575-763-3656

[lpyle@currycounty.org](mailto:lpyle@currycounty.org)

**PURPOSE/GOAL**

The purpose of the plan is to provide for the needs of the citizens of Curry County while safeguarding natural resources and the historical agricultural, ranching, and dairy practices in Curry County; and at the same time, enabling Curry County to fully participate in federal agencies' decision making process that might have an adverse effect or adverse impacts on the physical, environmental, local tax base and community stability and local (custom and culture) of the County.

**SCOPE OF WORK**

Curry County is developing the plan to translate our statutory mandate to land management policy and direction. This plan is intended to identify and apply Curry County's goals, objectives and policies to the management of natural resources on public lands, for public health, safety and welfare. This plan will guide the County, State and Federal decision makers in addressing Federal and State natural resources and management issues. At the end of the plan, Curry County expects to be in the position to enter in to "cooperating" and "coordinating" agreements with State and Federal agencies to affect the respective decision making document processes such as land use plan, environmental impact statements, environmental assessments, etc. Therefore, time is of the essence for development and implementation of this plan. One of the objectives of this project is to ensure effective legal standing with respect to the requirements for Federal agencies to consider local planning efforts under the National Environmental Policy Act, the Federal Land Policy and Management Act, the National Forest Management Act and the Endangered Species Act. The intent of Curry County is to write the plan in a manner that makes it clear, concise and user friendly while ensuring it is in compliance and implementable with State and Federal laws and regulations. The plan will incorporate the resource issues and concerns of Curry County land owners. Curry County and their constituents expect a comprehensive, transparent and timely public process for this project.

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The proposed plan will require the Consultant to facilitate public involvement process meetings; both informal and formal public process will be necessary. Outreach and partners within Curry County will be the Soil and Water Conservation, landowners and current residents, industries, neighboring Counties, Villages, Towns and Cities, Eastern Plains Council of Governments, and service providers.

As part of the process to follow, the Consultant shall assist the County in the facilitation of public scoping and input meetings, developing and presenting a draft to all appropriate County sub committees, and making amendments as needed on a public input and comments and presenting a final product for consideration to the Board of Curry County Commission.

The successful consultant shall furnish all expertise, labor, legal and resources in accordance with the requirements of the scope of work.

**REQUIREMENTS FOR PROPOSAL**

1. Submit seven (7) original copies of proposals.
2. The Consultant with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
3. **Proposals shall not exceed thirty (30) pages in length.**

**PROPOSAL PACKAGE**

Proposals must include the following:

1. The Consultant's specialized technical competence in land use plans/policy on similar projects. This should include any previous experience with local land use plans and policies and participating with Federal agencies decision making process.
2. The experience of Consultant's in local land use plans and policies that have been used to participate in Federal agency decision making processes governed by the National Environmental Protection Act, the Federal Land Policy and Management Act, and the Endangered Species Act. The primary emphasis being agricultural, farming and dairy.
3. The number of land use plans and policies that the Consultant performed over the past five (5) years pertaining to agriculture, farming and dairy.
4. The capacity and capability of the Consultant to provide the work required in this proposal. This may include resumes of personnel who will be assigned to work on the project.
5. An organizational chart showing what is needed to support the scope of work as described in this RFP.

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6. A detailed plan of how the Consultant will propose their approach for a successful completion of the project described in the scope of work to include the engagement of the public and stakeholders.
7. A detailed list of three (3) references to include contact information and description of the plan associated with each reference.
8. Provide a general outline on what consultant would do, what steps would be taken and who all would be involved in the process of researching, developing and drafting a Curry County Land Use Plan/Policy.

**EVALUATION CRITERIA**

**Each consultant will be reviewed and the proposal considered regarding their ability to prepare a local land use plan/policy for Curry County. Consultant must demonstrate how the development of the plan will engage public involvement and input into the development.**

1. The ability of the Consultant to prepare a complete proposal package that addresses all items in the request for proposal.  
25 points
2. Experience of the Professional Consultant and project staff on similar land use plans/policies with emphasis in agricultural, farming and dairy.  
25 points
3. Consultant's knowledge and understanding of local and state laws effecting local governments authority to impact federal decisions, plans, policies and programs.  
20 points
4. Consultant's innovative approach to meeting the County's needs in regards to this project.  
20 points
5. The ability of the Consultant to meet the timeline of the project.  
10 points

**Maximum Evaluation Score**

**100 Points**

**PROJECT TIME (ESTIMATED)**

It is anticipated the contract will be awarded on February 2, 2016 with a plan to have the public meetings and the plan/policy completed and accepted by the Board of Curry County Commission by June 30, 2016.

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**FEE STRUCTURE**

Successful Consultant:

- a. Shall be prepared to go into negotiations for project fees prior to any work being started.
- b. Project fee shall be negotiated based on the following:
  1. Lump sum paid in monthly installments upon detailed, itemized bills.

Payment will be made monthly after receipt of invoice and acceptance by the County. **The fee schedule shall be in separate, sealed envelope, clearly marked on the outside "FEES" and included with the proposal.**

**OTHER REQUIREMENTS**

During the evaluation process, the County reserves the right to request additional information or clarification from Consultants. The Consultant's submitting proposals may be requested to make oral presentations. The County reserves the right, without prejudice to: (1) cancel this solicitation; (2) reject any and all proposals; (3) request oral interviews or additional information; (4) select the proposal that best meets the needs of the County; (5) negotiate a contract that covers selected parts of the proposal.

**Once the selection committee has made their determination, the selected Consultant offeror will be notified and a time established for the Consultant to meet with County for an initial scope of work conference. Should Curry County and the selected Consultant offeror be unable to agree on the fee of the project, then the County will notify the runner-up Consultant and begin the fee negotiation process again. This process will continue until a suitable Consultant and fee are determined or the proposals are rejected.**

**PROCEDURE**

1. Procedure: Proposals will be reviewed by an evaluation committee. Consultants who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover cost, methods of delivery, and other relevant factors. Those Consultants will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with Consultant. If a satisfactory agreement can be reached, the contract will be awarded to the Consultant. Otherwise, negotiations will either be conducted with each subsequent Consultant until a satisfactory

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contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.

2. County reserves the right to award this contract not necessarily to the Consultant with the lowest price, but that demonstrates the best ability to fulfill the requirements of this request for proposal.
3. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work. Each Consultant must submit with their proposal, a fee schedule, for the services to be performed. That fee schedule shall be in a separate, sealed envelope, clearly marked on the outside, "FEES". The fees envelope shall not be opened until the County Evaluation Committee has made their rankings/recommendations and shall only be opened if the County goes into negotiations with the Consultant based upon the consultant's submission.

**SEQUENCE OF EVENTS**

The County Manager will make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	10-18-15
2.	Deadline to Submit Questions	Potential consultants	11-6-15 @ 4:00 p.m.
3.	Last Response to Written Questions/RFP Amendments	Curry County	11-17-15
4.	<b>Submission of Proposal</b>	<b>Consultant</b>	<b>11-24-15 @ 2:00 p.m.</b>
5.	Proposal Evaluation	Evaluation Committee	11-24-15 to 12-4-15
6.	Selection of Finalist(s)	Evaluation Committee	12-4-15
7.	Oral Presentation by Finalist	Consultant	1-7-2016
8.	Negotiate and Finalize Contract	Curry County, Awarded Consultant	1-7-16 to 1-31-16
9.	Approve Contract	County Commission	2-2-16
10.	Commence Services	Contracted Consultant	2-2-16

**TERM OF CONTRACT**

The contract shall begin on February 2, 2016 to June 30, 2016.

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**ADDITIONAL TERMS**

1. The Board of Commissioners of Curry County reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal, which in its judgment is the most suitable and advantageous to the County.
2. Payment terms: Payment by credit card (VISA) is the preferred method of payment for Curry County. Payment shall be made net thirty (30) days from invoice date after receipt of goods and services unless additional documentation is requested by the Finance Department to support the expenditure. All invoices shall be submitted directly to the Curry County Finance Department at 700 N. Main, Suite 10, Clovis, NM 88101.
3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the Consultant proposes to furnish which contains variations from the specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Consultants shall list on a separate sheet of paper any variations from or exceptions to the conditions and the specifications of this request for proposals. **This sheet shall be labeled: "Exception(s) to the specifications" and shall be included with the proposal.**
4. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the County Manager or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the County Manager. The County is not responsible for any errors or omissions contained in the Consultants proposal.
5. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
6. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as

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- company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
7. **Any pages marked “PROPOSAL FORM” included in this request for proposals packet must be completed and *submitted as part of the proposal*.**
  8. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Manager in the form of a written addendum. The Consultant shall acknowledge each addendum on the information form contained in this RFP packet. Verbal responses and/or representation is **not acceptable**.
  9. The State of New Mexico’s procurement code, section 13-1-190 through section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
  10. The Consultant shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Curry County. The Consultant will perform all services indicated in the proposal in compliance with the negotiated contract.
  11. Consultant must, in performance of the work to be performed, agree to fully comply with all applicable federal, state and local laws, licensing, permitting, rules and regulations.
  12. Proposals received after the date and time indicated will be kept on file and will be opened and considered only in the event that all other proposals are deemed non-responsive.
  13. Proposals that do not meet the requirements set forth may be considered non-responsive.
  14. All proposals submitted shall be binding upon the respondent for ninety (90) calendar days after the proposals submission date.
  15. The County reserves the right to negotiate any and all elements of this RFP.
  16. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
  17. All practices, materials, and supplies shall comply with any pertinent Federal, State, and/or Local codes, laws and regulations.
  18. Consultants are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or its interest therein, or its power to execute

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- such agreement to any other person, company or corporation without the prior written approval of Curry County.
19. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
  20. Non-conclusion: Consultants, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of conclusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
  21. Non-discrimination: Consultants, during the performance of this contract, will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona-fide occupational qualification reasonably necessary to perform operations of the Consultant. By signing and submitting a proposal, Consultant agrees to comply with this paragraph.
  22. Curry County reserves the right to reject any proposal from any Consultant that has previously failed to perform properly, or complete on time, contacts of similar nature, or to reject the proposal from any Consultant who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
  23. If a Consultant to whom a contract is awarded refuses to accept the reward, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the Consultant for a period of time from entering into any contracts with Curry County.
  24. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order, must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
  25. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whatever is deemed in the best interest of Curry County.
  26. If the Consultant currently has, or grows to, six (6) or more New Mexico employees, who work, or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of this contract, the contractor must agree to: A. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees if the expected annual value and the aggregate of any and all contracts between contractor and Curry County exceed one million dollars (\$1,000,000) or; B. have in place,

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and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees if the expected annual value and the aggregate of an and all contracts between contractor and Curry County exceed five hundred thousand (\$500,000) or; C. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected value and the aggregate of any and all contracts between contractor and Curry County exceed two hundred and fifty thousand dollars (\$250,000). Bidder must agree to maintain A.) record of the number of employees who have accepted health insurance; B. decline health insurance due to other health insurance coverage already in place; or C.) decline health insurance for other reasons. These records are subject to review and audit by a representative of Curry County. Bidder must agree to advise all employees of the availability of the State publically financed healthcare coverage programs by providing each employee with, as a minimum, the following website link to additional information: <http://www.insurenewmexico.state.nm.us/>

**LICENSE REQUIREMENTS**

The successful Consultant will be required to have all licenses, as required by law in New Mexico, which are necessary to complete the services outlined in this request for proposal.

**RESPONSIBILITY**

The Consultant will comply with any and all New Mexico Laws, including but not limited to the NM Worker's Compensation laws. Curry County will not be responsible for any accident or injury to the Consultant or any person acting on behalf of the Consultant.

**CONTRACT TERMS AND METHOD OF PAYMENT**

A formal contract will be entered into with the successful Consultant. The submitted proposal will be attached and become part of the contract.

**INSURANCE**

Liability insurance coverage, not less than \$1,000,000 each occurrence and a general aggregate of \$3,000,000.

**BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to Article 1, Procurement, Section 13-1-191, NMSA 1978, reference is hereby made, to the criminal laws of New Mexico, which prohibits bribes, kickbacks and gratuities, the violation of which constitutes a felony. Furthermore, the Procurement Code imposes civil and criminal penalties for its violation.

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**ADDITIONAL INFORMATION**

Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Consultant's ability to provide a copy of a current Resident Business Certificate or Resident Veteran Business Certificate

- a. Resident Business Preference: For the Consultant to receive a Resident Business Preference, the business shall submit, with this proposal a copy of a valid Resident Business Certificate issued by the New Mexico Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>. Five (5) percent (%) of the total possible points may be awarded to a Consultant who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria.
- b. Resident Veteran Business Preference: For the Consultant to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>. Consultant seeking a Resident Veteran business Preference will be evaluated as follows:
  1. Resident Veteran Business with annual revenues of \$1M or less are to receive a 10% preference on their proposals.
  2. Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.
  3. Resident Veteran Businesses with annual revenues of more than \$5M are to receive a 7% preference on their proposals.

The 7%, 8% or 10%, as indicated above will be added to the total points received for the Evaluation Criteria.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

Example: AN RFP has a total value of 1,000 points. Five proposals are received; one from a Resident Business, one from a Resident Veteran Business with an 8% preference, and three non-resident businesses. The resident Business would

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receive 50 points and the Resident Veteran Business would receive 80 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 1,080. Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

Campaign Contribution Disclose Form: The Consultant shall submit, with this proposal, the signed Campaign Contribution Disclosure Form with the names(s) of the applicable public official(s) filled in on the form.

**QUESTIONS**

Any questions concerning this request for proposal and the procurement process should be directed to Lance A. Pyle, County Manager or Carol Pipes, County Finance Director, at (575)763-6016.

**FORM 1**  
**FEE PROPOSAL BASED ON HOURLY RATE**  
**PROPOSAL FORM**

I/We the undersigned, will provide "Consultant" services for the County of Curry, New Mexico, as outlined in the Request for Proposal, at an hourly fee of \$\_\_\_\_\_ per hour.  
This fee does not include applicable taxes.

Please describe your typical billing practices; e.g. your incremental rate for partial hours or minimum charge and if there are any services that you do not normally charge for:

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Signed \_\_\_\_\_ Typewritten Name \_\_\_\_\_

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Title \_\_\_\_\_ Business \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ E-mail Address \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

FORM 2

**PROPOSAL FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a

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competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Wendell Bostwick, Angelina Baca, Chet Spear, Tim L. Ashley, Rosalie Riley, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

**Curry County Administration**  
**RFP No. 2015/16-04**  
**Consulting Services to Assist in Conducting, Researching, Developing and**  
**Drafting a Curry County Land Use Plan/Policy**  
**Page 17**

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)