

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES**

RFP No. **RFP: 16-17-004**



Recreational Paradise

of the Southwest

Legal Services

Contracting Agency:

**City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901**

Telephone: [575] 894 - 6673
FAX : [575] 894 - 0363

NOTICE OF REQUEST FOR PROPOSALS

Competitive sealed proposals for services will be received by the Contracting Agency, the **City of Truth or Consequences** for **RFP No. 16-17-004**.

The Contracting Agency is requesting proposals for **Legal Services**.

Proposals will be received at **Office of the Chief Procurement Officer, City Hall, 505 Sims Street, Truth or Consequences, New Mexico 87901** until **February 3, 2017** at **2:00 p.m.**

Copies of the Request for Proposals can be obtained in person at the office of the Chief Procurement Officer at 505 Sims Street, Truth or Consequences, New Mexico 87901 or will be mailed upon written or telephone request at (**575**) **894-6673 ext. 312**.

CHIEF PROCUREMENT OFFICER:

Date:

Pat A. Wood

01/13/2017

[for Contracting Agency's Use Only]

Newspaper: _____ Publish: _____ P.O. No. _____

Newspaper: _____ Publish: _____ P.O. No. _____

Newspaper: _____ Publish: _____ P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§13-1-113) and published in a newspaper of general circulation in the area.]

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Truth or Consequences is requesting proposal for law firms interested in representing the City in litigation and for legal counsel in various areas.

B. SUMMARY SCOPE OF WORK

The City of Truth or Consequences is considering obtaining outside, private legal counsel on an as needed basis for consultation for its day to day operations regarding legal issues. The successful applicant will also represent the City in litigation which will include, but not be limited to, conducting extensive discovery, handling motions, and negotiations with opposing counsel. Typical services shall include, but not be limited to:

1. Provision of general legal advice to the City, its elected officials, the City Manager and authorized City staff on an as needed basis.
2. Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
3. Provision of legal advice or opinion in respect to personnel matters of the City.
4. Development and drafting of municipal codes, ordinances and related amendments.
5. Legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
6. Provision of legal advice regarding land use and planning or zoning issues.
7. Legal advice on code enforcement and related issues.
8. Review of matters relating to municipal utility operations.
9. Prosecution of criminal matters in City Municipal Court.
10. Representation of the City before administrative agencies when requested by the City Commission or the City Manager.
11. Attendance at Regular and Special Commission meetings as required.
12. Provision of legal consultations as required or on an as needed basis.
13. Attend such conferences or seminars approved by the City Manager which will benefit the City in promoting the Contractor's training on municipal related issues. Costs will be paid at actual cost as a reimbursable item. If the Contractor can receive CEL credit, the costs will be split between the City and the Contractor.

MINIMUM GENERAL QUALIFICATIONS:

1. The offeror must be presently licensed by the State of New Mexico to practice law and be a member in good standing of the State Bar of New Mexico.
2. At the time the proposal is submitted, the offeror must have been admitted to practice law for at least three (3) years.
3. The offeror must have a sufficient knowledge of the laws of the State of New Mexico, the United States and the common law, particularly with respect to administrative and regulatory matters, court procedures, and rules of evidence, in order to competently advise and represent the City of Truth or Consequences in the capacity of City Attorney.
4. The attorney must have the ability to analyze issues, appraise and organize facts and evidence, use the law library effectively, evaluate and ascertain applicable precedents, and present such material in a clear, concise and logical form for oral and/or written presentation to the governing body, the media, the court, administrative agencies and any other group, person, or body with whom the City Attorney shall have contact or dealings.

C. **CHIEF PROCUREMENT OFFICER**

The City of Truth or Consequences has designated a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

Pat A. Wood, Chief Procurement Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 894-6673 ext. 312
(575) 894-0363
e-mail: pat@torcnm.org

All deliveries via express carrier or hand delivered should be addressed as follows:

Pat A. Wood, Chief Procurement Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Only those questions or inquiries answered in writing by the Chief Procurement Officer will be considered to be legal and binding.

D. **DEFINITION OF TERMINOLOGY**

This paragraph contains definitions that are used through-out this procurement document, including appropriate abbreviations.

"**Agency**" means the City of Truth or Consequences.

"**Contract**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" shall mean successful offeror.

"**Determination**" means the written documentation of a decision of a Chief 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.

"**Evaluation Committee**" means a body appointed by the City of Truth or Consequences to perform the evaluation of offeror proposals.

"**Evaluation Committee Report**" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to the Governing Body of The City of Truth or Consequences for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"**Finalist**" is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"**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.

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

"**Chief Procurement Officer**" means the person or designee authorized by the City of Truth or Consequences to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"**Responsible Offeror**" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

"**Multiple source award**" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

"**Price agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property or services to a City of Truth or Consequences which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Chief Procurement Officer	01/13/2017
2.	Distribution List Response Due	Potential Offeror	01/20/2017
3.	Deadline to Submit Additional Questions	Potential Offeror	01/24/2017
4.	Written Question Response to RFP Amendments	Purchasing Agent	01/27/2017
5.	Submission of Proposal	Offeror	02/03/2017
6.	Proposal Evaluation, Selection of Finalist, Best/Final Offers/Presentations and Negotiations	PEC	02/03/2017 thru 02/14/2017
7.	Shortlist Announcement	Chief Procurement Officer	02/15/2017
8.	Oral Presentations	PEC, Offeror	TBD
9.	Award(s) Submission Recommendation To Chief Procurement Officer	PEC	02/21/2017
10.	Contract Award	Chief Procurement Officer City Commissioners	02/28/2017
11.	Protest Deadline	Proposers	03/15/2017

B. EXPLANATION OF EVENTS

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

1. Issue of RFP
This RFP is being issued by the City of Truth or Consequences, Finance Department on **January 13, 2017.**
2. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request For Proposals Form" that accompanies this document (See 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 by close of business on **January 20, 2017**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this 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. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **January 24, 2017**, written questions must be addressed to the Chief Procurement Officer.

4. Response to Written Questions/Proposal Amendments

Written responses to written questions and any Proposal amendments will be distributed on **January 27, 2017** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. This form should be signed by the offeror's representative, dated and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

5. Submission of Proposals.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON **February 3, 2017**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to **RFP 16-17-004 Legal Services**. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors during the evaluation and negotiation process.

6. Proposal Evaluation
The evaluation of proposals, selection of finalist, final offers, presentations and negotiation will be performed by the PEC. This process will take place from **February 3, 2017 and February 14, 2017**. During this time, the Chief Procurement Officer or the PEC chairman may at their option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.
7. Shortlist Announcement
If the PSC in its evaluation deems it necessary to require oral presentations from the offerors, it will provide a shortlist to the Chief Procurement Officer who will announce the shortlist on **February 15, 2017**.
8. Oral Presentations
Oral presentations will be scheduled by the Chief Procurement Officer to be provided to the PEC. Any requirements for the oral presentations should be coordinated with the Chief Procurement Officer. The presentation shall be no longer than one hour with an additional hour and a half for questions and answers with the PEC.
9. Submission of Recommendation of Award(s) to Chief Procurement Officer
The PEC will submit all recommendations for the award to the Chief Procurement Officer by close of business on **February 21, 2017**.
10. Contract Award
The PEC will prepare a recommendation for award. The Governing Body of the City of Truth or Consequences will consider the recommendation at a public meeting scheduled to be held at 9:00 am on **February 28, 2017** at the City Commission Chambers. This date is subject to change at the discretion of the City Manager of the City of Truth or Consequences.

The contract award shall be made to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points.
11. Protest Deadline
Any protest by an offeror must be in conformance with protest procedures set out in the City Procurement Procedures. The fifteen (15) day protest period shall begin on the day following the contract award and will end as of close of business on **March 15, 2017**. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be addressed and delivered as follows:

Pat A. Wood
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the laws of the State of New Mexico and the ordinances and resolutions of the City of Truth or Consequences.

1. **Acceptance of Conditions Governing the Procurement**
Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained of this RFP.
2. **Incurring Cost**
Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. **Prime Contractor Responsibility**
Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.
4. **Subcontractors**
Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
5. **Amended Proposals**
An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City of Truth or Consequences personnel will not merge, collate, or assemble proposal materials.
6. **Offerors' Rights to Withdraw Proposal**
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
7. **Proposal Offer Firm**
Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.
8. **Disclosure of Proposal Contents**
The proposals will be kept confidential until a contract is awarded or rejected by the Governing Body of the City of Truth or Consequences at a public meeting. At that

time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **No Obligation**

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

10. **Termination**

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

11. **Sufficient Appropriation**

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

12. **Legal Review**

The City requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

13. **Basis for Proposal**

Only information supplied by the City of Truth or Consequences in writing thru the Chief Procurement Officer should be used as the basis for the preparation of offeror proposals.

14. **Contract Terms and Conditions**

The contract between the Agency and the contractor will follow the format specified by the Agency and contain the terms and conditions of the Draft Professional Services Agreement. However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal

will be incorporated into the contract.

Should an offeror object to any of the City's terms and conditions of the Agreement, offeror must propose specific alternative language that must be acceptable to the City. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

14. **Offeror's Terms and Conditions**

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

15. **Contract Deviations**

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

16. **Offeror Qualifications**

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

17. **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. This right is at the sole discretion of the Evaluation Committee.

18. **Change in Contractor Representatives**

The City reserves the right to [request/require] a change in offeror/contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

19. **Notice**

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

20. **Agency Rights**

The Agency reserves the right to accept all or a portion of an offeror's proposal.

21. **Right to Publish**

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

23. **Ownership of Documents**

All materials, work papers, meeting notes, design documents, or other documents

produced by the contractor shall be the property of the City of Truth or Consequences.

24. **Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the City of Truth or Consequences.

III. INSTRUCTIONS FOR RESPONSES

A. ELIGIBILITY FOR CONSIDERATION

1. Compliance with Submission Deadline
 - a. The response must be submitted in its entirety by the deadline specified on the front cover.
 - b. No response, or portion thereof, will be accepted for consideration after the specified deadline.
2. Compliance with RFP Requirements
 - a. Each response that is forwarded for evaluation must meet the requirements specified in this RFP.
 - b. Any submittal found non-responsive will not be considered for selection.

B. RIGHT TO REJECT PROPOSALS

1. Subsequent to the issuance of this RFP, the City reserves the right to reject any and all proposals received in response to this RFP.
2. In exercising this right, the City accepts no liability for any cost incurred by any firm or firms preparing responses to this RFP.

C. CONFLICT OF INTEREST

1. No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

D. CONTACT WITH MEMBERS OF THE PROFESSIONAL EVALUATION COMMITTEE

1. Members of the PEC are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a selection has been made.
2. Firms are requested not to contact PEC members regarding this award. Firms failing to comply with this request may be deemed ineligible for consideration for selection.
3. Professional Evaluation Committee:
 - a. Juan A. Fuentes, City Manager
 - b. Melissa Torres – Finance Director
 - c. Kathy Clark, City Commissioner

E. CHANGES IN RFP REQUIREMENTS

1. No interpretation, explanations or clarifications of requirements of this RFP will be made, or can be relied upon, unless issued in the form of a RFP addendum.

2. Any addenda issued on this RFP shall become part of the RFP and shall supersede previous requirements, conditions and time frames specified in the RFP and/or previous addenda.
3. If an addendum is received after the proposal has been submitted, mark as received and return. If the late addendum changes your proposal in any way, send a revised proposal. That proposal must be clearly marked as a revised proposal.

F. ACCEPTANCE OF APPLICABLE POLICIES AND PROCEDURES

1. Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit only one (1) proposal.

B. NUMBER OF COPIES

Offerors shall provide four (5) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. All information provided below is subject to negotiation once “MOST QUALIFIED FIRM” has been determined.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary identifying Evaluation Factors in the order they are presented.
- d) Response to Detailed Specifications, Business Specifications and Mandatory Specifications.
- e) Completed Cost Response Form: Must include cost per hour for each person working with the firm who will be working on behalf of the City of Truth or Consequences. This will include but not be limited to lead counsel, staff attorney’s, paralegal staff and clerical staff. Legal counsel will be required to be present at a minimum of 2 (two) City Commission meetings per month. Additional attendance may be required at other meetings to include but not be

limited to Special Commission Meetings, Planning and Zoning Meetings, Personnel Hearings.... Any fees for the attendance of such meetings shall be identified. Offeror shall disclose any other anticipated cost associated with this Agreement.

- f) Response to City's Terms and Conditions - Draft Professional Service Agreement.
- h) Offeror's Additional Terms and Conditions
- i) Other Supporting Material

2. **Letter of Transmittal**

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

- a) identify the submitting firm;
- b) identify the name and title of the person authorized by the firm to contractually obligate the firm;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- d) identify the names, titles and telephone number of persons to be contacted for clarification
- e) state their federal tax identification number ;
- f) be signed by the person authorized to contractually obligate the firm;
- g) acknowledge receipt of any and all amendments or addenda to this RFP;
- h) acceptance of conditions governing this procurement.

V. SPECIFICATIONS

This section contains relevant information concerning the tasks to be performed by the contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. DETAILED SPECIFICATIONS

Contractor will be required to provide legal counsel to the governing body, administration and staff of the City of Truth or Consequences as requested. No services should be rendered to City staff without prior approval from their respective department head. Services will include, but not be limited to those described in Section I. INTRODUCTION, B. SUMMARY SCOPE OF WORK.

B. BUSINESS SPECIFICATIONS

Include a narrative on available facilities, including, but not limited to computers, office/conference space and equipment to be utilized for the purpose of this Agreement.

C. MANDATORY SPECIFICATIONS

1. Project Reporting: Offeror must agree to prepare a monthly written status report for submittal to the City Manager that includes a statement of time spent on individual services requested and a description of the work performed. Written status reports will include at a minimum, project progress and any problems encountered and recommended solutions.
2. Offeror experience: The offeror must submit a list of the lawyers, paralegal staff, clerical staff or other staff members who will represent the City, including a designation of who is the lead counsel. A copy of each lawyer’s resume shall accompany proposal. Include a statement of each lawyer’s areas of expertise and description of any experience the lawyer has in handling matters comparable to those listed in Section I. INTRODUCTION, B. SUMMARY SCOPE OF WORK. The offeror must indicate that each lawyer is a member of the New Mexico State Bar Association in good status.

VI. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Experience:	
Public Sector: Familiarity with State of New Mexico Laws, Ordinances of the City of Truth or Consequences.	25
Trial experience in New Mexico Courts	10
Resumes: MANDATORY SPECIFICATIONS	10
Years of service	<u>5</u>
	50
2. Resources:	
Points will be awarded in this evaluation category based upon information identified by information supplied from your narrative of DETAILED SPECIFICATIONS, BUSINESS SPECIFICATIONS and MANDATORY SPECIFICATIONS.	35

3. Locality
City will award 5 points to those firms who are located in the Truth or Consequences/Sierra County area. **5**

4. References:
Provide 3 to include names, addresses telephone numbers and contact person. References must be from only agencies/companies to whom you have provided legal services to. **Do not include the City of Truth or Consequences as a reference.** **10**
100 Total

5. Oral Presentations: **Finalists offerors will be awarded up to 50 additional points for their oral presentation (if required)** based upon clarity of presentation, ability to answer both technical and administrative questions as well as the understanding and commitment to address the needs of the City of Truth or Consequences.

C. EVALUATION PROCESS

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of response as indicated in this RFP.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in this RFP.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned at a point value. The two (2) highest responsible offerors with the highest scores will be selected as finalist offerors based upon the proposal submitted. Finalist offerors who are asked to choose to submit revised proposal for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors in this RFP, will be recommended for selection to the Governing Body of the City of Truth or Consequences. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A

Acknowledgement of Receipt Form

RFP: 16-17-004

Legal Services

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

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than **January 20, 2017**. This will also ensure that you will receive copies of all Offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.

The company listed below does/does not (circle one) intend to respond to the Request for Proposals.

COMPANY: _____

REPRESENTED BY: _____ TITLE: _____

EMAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to: Pat A. Wood, Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

Phone: (575) 894-6673
Fax: (575) 894-0363
Email: pat@torcnm.org

Appendix B
DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this *** day of ***, 2017 by and between the City of Truth or Consequences (CITY) and ****(CONTRACTOR), whose address is *****.

WHEREAS, the City of Truth or Consequences has determined that it is in its best interest to contract for Legal Services

WHEREAS, Contractor has been determined qualified and locally available to perform services as described in the Scope of Services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services: Contractor will provide Legal Services as defined in the Scope of Services in the RFP.

Time of Performance: Agreement will commence on the date first written above and will continue through February 28, 20**, with the option to renew up to four years contingent on the availability of funds. Further, the City and the Contractor reserve the right to terminate this agreement in writing for no cause by giving thirty (30) days notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

**** for each hour of Legal Services provided to the City of Truth or Consequences. In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of *** plus applicable gross receipts tax for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices for contacts, mileage and long distance telephone reimbursements to Juan A. Fuentes, City Manager. Juan A. Fuentes, City Manager, will submit signed and approved invoices to the City Accounts Payable Department. Payment shall be net 30 days from receipt of invoice to the City Accounts Payable Department.

Independent Contractor: Neither the contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes,

gross receipts taxes and other deductions by law for any compensation received from the City.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the “ADA”), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the City as directed by the City Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the City agree to divide all cost and expenses including reasonable attorney’s fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Workers’ Compensation: The Contractor agrees to comply with state laws and rules applicable to workers’ compensation benefits for its employees. If the Contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

Safety: Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City Manager of the Governing Body of the City of Truth or Consequences.

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

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

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901

CONTRACTOR

Juan A. Fuentes
City Manager