

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 3:00 am/ pm, 12/5, 2024, at the **Utilities Division 905<sup>th</sup> Street, Las Vegas**, New Mexico, or other designated area at the City Offices; **ON THE FOLLOWING:**

### ADDITIONAL CITY ATTORNEY SERVICES

**Proposal Forms & Specifications (Scope of Work)** may be obtained from the following location or City of Las Vegas Website [www.lasvegasnm.gov](http://www.lasvegasnm.gov): **City Clerk's office at 905 12<sup>th</sup> Street, LAS VEGAS, NM 87701.**

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ADDITIONAL CITY ATTORNEY SERVICES** Opening No. 2025-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

For Tim Montgomery  
Tim Montgomery, City Manager

Gen J  
Attorney

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

Morris Madrid  
Morris Madrid, Finance Director

Jennifer Silva  
Jennifer Silva, Purchasing Officer

Opening No. 2025- 15

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

Published: Las Vegas Optic, 2024  
Albuquerque Journal, 2024  
www.lasvegasnm.gov, 2024

### OFFEROR INFORMATION

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

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

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

**SERVICE (S): ADDITIONAL CITY ATTORNEY SERVICES** THE CITY OF LAS VEGAS  
RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL  
IRREGULARITY IN THE FORM.

### AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ state under penalty of perjury that I am at least 18 years old,  
and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states  
that the offeror has not been a party to any collusion among offerors in restraint of freedom of  
competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city  
official or employee as to the quantity, quality or price in the prospective contract, or any other terms of  
said prospective contract; or in any discussion between offerors with any City official concerning an  
exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

### **AWARDED PROPOSAL**

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

### **TIMETABLE**

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12<sup>th</sup> Street, Las Vegas, New Mexico, on or before: 12/5, 2024, 3:00 am/pm, at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD**, 2024. The successful offeror will be notified by mail.

### **ENVELOPES**

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

### **COPIES**

**Enclose one (1) original and five (5) copies of Proposal documents.** Failure to comply with this requirement may result in the rejection of the submitted Proposal.

### **LABELS**

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

### **BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### **RESPONSIBILITY OF OFFEROR**

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

**NON-COLLUSION**

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

**CLARIFICATION OF PROPOSAL**

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the **Clerk's Office**. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by **"ADDENDUM"** only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

**MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

**APPLICATION OF PREFERENCE****FEDERAL TAX IDENTIFICATION NUMBER**

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

**SPECIAL NOTICE**

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

**NEGOTIATION**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

**CONTRACT**

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

**TAXES:**

Bidder must pay all applicable taxes.

**NOTE:**

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 competitive sealed proposal or who has the authority to negotiate a sole source of 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 a 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 [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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 (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS CITY ATTORNEY SERVICES**

### **PURPOSE**

The City of Las Vegas New Mexico (hereinafter referred to as "City") is requesting competitive sealed proposals from a qualified attorney or qualified law firms to provide for Attorney and Legal Services. The City of Las Vegas seeks legal services to oversee and assist in managing all City related legal matters, ensuring maximum protection of legal rights and continued operation consistent with federal, state and local laws.

Proposals will be reviewed and ranked in private by an Evaluation Committee. A multi-award recommendations will be provided by the Evaluation Committee to the City's governing body for award to the Offeror whose proposal is determined to be the most advantageous to the City, based upon the specific evaluation criteria as outlined in the request for proposal.

### **BACKGROUND**

The City of Las Vegas is seeking a well-qualified, knowledgeable and experienced Attorney or Law Firm in Municipal Government/Local Government Law, Employment Law, Human Resource Law and Labor Relations issues to provide legal services.

The City of Las Vegas is a Municipal Corporation employing about 250 employees, operating a Municipal Court; Executive Department; City Clerk Department; Human Resource Department to include the Safety Division; Finance Department to include the IT Division; Police Department to include the Code Enforcement Division, Animal Care Center and Animal Control; Fire Department to include Fire Museum; Utilities Department to include a Waste Water Treatment Plant, Water Treatment Plant and a Solid Waste Transfer Station, Gas Division, Water Division, Customer Service Division and Project Management Division; Parks and Recreation Department; Community Services Department to include three (3) Senior Center Facilities (Las Vegas Site, Pecos Site, San Miguel Site), a Library, a Museum; Public Works Department to include a Municipal Airport; and a Community Development Department to include a Transportation Division.

The Governing Body meets twice a month for regular scheduled meetings and holds special meetings as needed. These meetings are on a scheduled agenda taking actions on a variety of items that include quasi-judicial determinations creating a substantial risk for litigation and significant need for legal advice and counsel.

### **MINIMUM QUALIFICATION AND EXPERIENCE**

To be eligible to respond to this Solicitation, the Firm must demonstrate that the Firm, has sufficient capabilities, resources, and experience to provide the Services required under this Solicitation. Any Firm who fails to meet all the following minimum qualification requirements may be noted as a "NON-RESPONSIVE" Offeror. Those qualifications are listed below.

### **LICENSING REQUIREMENTS**

To be considered a responsible and responsive Proposer for the Scope of Services set forth in these bid documents, the Attorney or Firm shall possess the following:

- a. The Attorney or Firm shall be licensed to do business in the State of New Mexico.
- b. Any Attorney or All Firm attorneys shall be in good standing with the New Mexico Bar.
- c. Any Attorney or All Firm attorneys must be properly registered to practice their profession and licensed to engage in the practice of law in the State of New Mexico at the time of proposal submission. An Attorney Firm shall submit copies of the requisite Licenses for the primary City Attorney and primary back-up attorney.



## **EXPERIENCE REQUIREMENTS**

The Attorney or Firm must have Municipal City Attorney experience and demonstrate the following:

- a. Immediately preceding the time of appointment, shall possess a minimum of three (3) years' experience practicing law in the courts of the State of New Mexico, of which a minimum of one (1) years consists of practice in the area of municipal government.
- b. Experience providing legal services to local governments in the areas listed in the RFP.
- c. Experience providing legal services with similar municipalities or expertise in a particular area of charter law.
- d. Experience representing local governments as well as experience in coordinating and managing the work of other Law Firms brought in for areas of specialized expertise.
- e. References: At a minimum, Attorney or Firm must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. References shall be representatives of New Mexico jurisdictions to which the Attorney or Firm is currently providing, or has provided, services within the last three (3) years. References must be indicated on the form provided with this RFP.

## **1. SCOPE OF WORK**

The Offeror shall perform **CITY ATTORNEY SERVICES** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Offeror shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include but are not limited to the following services and requirements:

- Attorney licensed to practice and in good standing with the State of New Mexico
- Specializes in Local Government Law, Governmental Ethics and Public Administration
- Provide legal advice and consultation to the Governing Body, City Manager, & City Dept
- Administrative Matters and Proceedings
- City Code of Ordinances issues
- Code Enforcement
- Planning and Zoning
- Municipal Leases and Agreements
- Contract Law and Sunshine Law Matters
- Federal, State and City of Las Vegas Ethics Laws
- Experience in Employment Law & Human Resource Law Issues
- Experience in Labor Relations Issues
- Public Records and the Inspection of Public Records Act (IPRA)
- Litigation in State and Federal Court
- Municipal, Magistrate and District Court Matters
- Drafting and reviewing legal documents affecting the interest of the City.
- Review of City of Las Vegas Policies
- Attend All City Council Meetings (as needed)
- Review All Agenda Items for Council Meetings
- Provide Legal Consultation on City Insurance Matters

- Prosecute and Defend the City as to all Civil Complaints, Lawsuits, and Tort Claims
- Review all Bids, Request for Proposals, Request for Qualifications, and all other Procurement Documents.
- Provide Periodic Status Reports as Requested by the Governing Body and the City Manager
- Represent the City as its attorney in all Court proceedings.
- Legal services provided to unauthorized employees or the public and not authorized will not be considered nor will the City pay for such.

## 2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients. The format for proposals shall be a maximum of thirty (30) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the thirty (30) page limit. No other material is to be included.
- 2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 905 12<sup>th</sup> Street Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **CITY ATTORNEY SERVICES** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. **Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.**

### TAB 1 – Cover Letter and Mandatory Form information – 0 Points

1. Cover Letter – Maximum two pages outlining why the City should select your Firm. Identify who will be the point of contact including their email address. Identify the Primary Attorney and their full contact information including email, telephone, street address, and mailing address.
2. Items for Baseline Eligibility – Include Mandatory Form information from the Submission Check List page (including, list of additional attorneys', and any applicable licenses / certifications).

**NOTE: There is a 30 printed (single-sided) page maximum for the information below.**

### TAB 2 – Qualification/Experience of the Firm – Maximum 20 Points

1. Describe the Firm, the areas of practice, number of attorneys, years in operation,

- experience in the practice of New Mexico municipal law, and other background or experience which may be helpful in evaluating the proposal.
2. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Freedom of Information Act (FOIA), Inspection of Public Records Act (IPRA), Government in the sunshine, elected official, municipal finance, land use, zoning, contract law, procurement law, tort litigation, growth management, employment law, human resource law, environmental law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the Firm.
  - 2a. Experience with Creation & Enforcement of Local Ordinances. Offerors must be familiar with, and experienced in dealing with, creating and enforcing ordinances in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement.
  3. Provide a list and description of Firm ownership and principal office location.
  4. Provide a list of all judgments or lawsuits against the Firm or each Firm attorney to be assigned to provide services, including the nature of each judgment or lawsuit and its resolution.
  5. Provide a list of all lobbyist(s) employed by the Firm, and the local agencies, entities, and general areas before which and in which they lobby.
  6. List any clients currently represented by the Firm that could cause a conflict of interest with responsibilities to the City. Describe how the Firm will resolve these and future conflicts of interest.
  7. Name, resume, and biographical sketch of the attorney who will be assigned as City Attorney for the City of Las Vegas. Also, the names and resumes of other attorneys who will assist and attend any of the City Council meetings or other meetings, to include the following:
    - a. Whether a member is in good standing of the New Mexico Bar, and if so, identify the date of admission.
    - b. If a member in good standing of other bars, identify state and date of admission.
    - c. The area of practice concentration relative to the area of service required by the City, including experience in municipal law.
    - d. Please state as to each attorney that is certified in city, county, and local government law by the New Mexico Bar.
    - e. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

**TAB 3 – Qualifications/Experience of Proposed Staff – Maximum 20 Points**

1. Designate the primary attorney to be assigned as Las Vegas City Attorney and describe the amount of time such City Attorney will devote to the City of Las Vegas.
2. Designate the primary back up attorney to be assigned and describe when the services of the primary back up attorney will be used to provide services to the City of Las Vegas.
3. Provide information as to each of the individual attorney's experience in representing local government entities. That is, identify all current (and for the past three (3) years) municipal, county, or other governmental agencies for which the Firm has provided legal counsel or advice and the relationship between the Law Firm and/or each individual attorney and the identified entity.
4. Identify the specific experience of the Firm in all phases of New Mexico land use law. Identify the specific experience of the Firm in specialized areas, including but not

limited to municipal issues including parliamentary procedures, open meetings, Freedom of Information Act (FOIA), Inspection of Public Records Act (IPRA), Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, employment law, human resource law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the Firm.

5. Name and resume of the attorney who will be assigned as City Attorney for the City of Las Vegas. Also, the name and resume of the primary back-up attorney who will assist and attend any of the City Council meetings or other meetings, to include the following:
  - a. Whether a member is in good standing of the New Mexico Bar, and if so, identify the date of admission.
  - b. The area of practice concentration relative to the area of service required by the City, including experience in municipal law.
  - c. Please state as to each attorney that is certified in city, county, and local government law by the New Mexico Bar.
  - d. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

#### **TAB 4 – References – Maximum 20 Points**

The form provided with this RFP on page 16 must be used.

#### **TAB 5 – Methodology and Approach to Providing Legal Services to the City of Las Vegas – Maximum 20 Points**

Firm approach methodology to providing the Services requested in this Solicitation:

1. Provide a description of the Firm's approach that will be used and manner in which the Respondent proposes to provide legal services to the City, to include, but not limited to, objectives, scope, methodology, after hours availability, etc. Describe how the Firm and the primary City Attorney would structure the working relationship between the City Attorney's Office, the City Council, and the City Manager's Office.
2. Provide a description of the Firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.
3. Describe the approach to transition legal services from the current Firm; include legal strategy implications and objectives and financial implications.
4. Currently the City of Las Vegas engages outside counsel in the areas of labor and employment law, pension matters (not pension board representation), and bond counsel. Please describe the Firm's preferred approach in these areas of expertise and any other areas of expertise where the use of special outside counsel is anticipated.
5. Statement on how the workload of the City of Las Vegas will be accommodated and what kind of priority it would be given.

#### **TAB 6 – Fee Proposal – Max 20 Points**

Identify in the response the compensation or fees sought and, if applicable, the methodology to be used for charging the City on a monthly basis. The City is requesting fees to be submitted for at least one of the following options:

1. **Option "A"** – retainer/fixed fee cap (with complete and detailed explanation of what it covers and what is not covered) plus hourly fees for litigation, special projects, or both, if not covered by a retainer. Please quote a fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the firm would not provide as part of the retainer services and that the firm prefers to bill on an hourly basis. State separately the rate(s) for any other cost items proposed to be itemized and billed (e.g., use of paralegals, photocopying, Westlaw, or Lexis fees, etc.). Be specific.
2. **Option "B"** – hourly fees for all work (no retainer/fixed fee). Please specify the dollar amount of hourly fees and costs the firm will charge for providing legal services to the City. For the hourly fees portion of the proposal, the firm should identify the hourly rate of the person to be designated as the City Attorney and the hourly rate of each back-up attorney and support personnel, such as paralegals. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, and conferences). The City seeks billing increments of one-tenth of an hour or greater. If there are any services routinely performed at no cost, list those services.
3. **Option "C"** – Respondent's choice. Clearly and thoroughly explain any billing methodology Respondent wishes to propose. Use any combination of retainer and hourly rates that the Respondent chooses to deliver the requested services.

**\*NOTE\***

The City may negotiate with the top-ranking firm whether an hourly or monthly fee is most beneficial to both parties. State gross receipts and local options taxes (if any) shall not be included in the proposed fees.

**TAB 7 – Resident Certificates/ Veterans Preferences – Max 10 Points**

**3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

**4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

**5. INSTRUCTIONS TO OFFEROR**

**6.1. REQUEST FOR PROPOSAL DOCUMENTS**

**6.1.1 Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

#### 5.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Clerks Office, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

#### 5.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

### 5.2 PROPOSAL SUBMITTAL PROCEDURES

#### 5.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  - 2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.

3. Personnel Experience
  - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
4. Licenses (if applicable)
  - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
5. Experience in Specialized Services referenced in scope
  - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
6. Documentation
  - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
7. Financial (If Applicable)
  - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
8. Additional Information
  - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
9. Contractors Bonds (if applicable)
  - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

### 5.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

#### 5.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 5.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

#### 5.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### 5.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### 5.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).



## 6. CONSIDERATION OF PROPOSALS

### 6.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

### 6.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
  1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
  2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
    - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
    - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

### 6.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

### 6.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## 7. POST PROPOSAL INFORMATION

### 7.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978

- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

#### **7.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

#### **7.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

#### **7.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

### **8. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1. Contractor
- 2. Owner
- 3. As Needed

### **9. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

- 1. Scope of Services
- 2. Professional Standards
- 3. Compensation
- 4. Term of Agreement
- 5. Amendment
- 6. Status of Contractor
- 7. Assignment
- 8. Subcontracting
- 9. Records, Audits and Reporting
- 10. Conflict of Interest
- 11. Stoppage of Work
- 12. Amendment
- 13. Applicable Law
- 14. Scope of Agreement, Merger
- 15. Waiver
- 16. Insurance
- 17. Notice
- 18. Subject to Other Documents
- 19. Indemnification
- 20. New Mexico Tort Claims Act
- 21. Bribery and Kickbacks

- 22. Discrimination Prohibited
- 23. Third Party Beneficiaries

## 10. OTHER INSTRUCTIONS TO OFFERORS

### 10.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## 11. GENERAL TERMS AND CONDITIONS

### 11.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror or Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that 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 (§13-1-85 NMSA 1978).

### 11.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

### 11.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the

- City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
  - e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
  - f. *Conflict of Interest*: The consultant 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 the performance of services under this Contract.
  - g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
  - h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
  - i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
  - j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
  - k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
  - l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
  - m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
  - n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
  - o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
  - p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
  - q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
  - r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any

- other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
  - t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 11.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 905 12<sup>th</sup> Street, Las Vegas, New Mexico 87701, 505.454.1401

## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria to receive points.

TAB		
1	Cover Letter	0
2	Qualifications/Experience of the Firm	20
3	Qualifications/Experience of the Proposed Staff	20
4	References	20
5	Methodology and Approach to Provide Legal Services	20
6	Fee Proposal	20
	<b>Total:</b>	<b>100</b>
7	Resident Certificates/ Veterans Preferences	10
	<b>Total:</b>	<b>110</b>