



**LEGAL NOTICE
TOWN OF MOUNTAINAIR, NM
REQUEST FOR PROPOSALS
FOR ATTORNEY SERVICES**

The Town of Mountainair, NM is requesting competitive sealed proposals for legal services for the Town. Interested parties may obtain specifications from or submit proposals to Dennis Fulfer, Town Clerk, PO Box 115, Mountainair, NM 87036. Proposals must be sealed and clearly marked "PROPOSAL FOR LEGAL SERVICES." The Town reserves the right to reject any and/or all proposals, to waive any technicalities, and to accept in whole or in part such proposal/s as may be deemed in the best interest of the Town. Negotiations as allowed by the State Procurement Code may be pursued. Proposals will be accepted until 3 p.m. on Friday, September 22, 2023 at which time they will be opened in the Town Clerk's Office. The Council will evaluate, negotiate and/or award at a later date.

Town of Mountainair, NM

Dennis Fulfer, Town Clerk

**SPECIFICATIONS FOR
PROPOSALS FOR LEGAL SERVICES
FOR THE TOWN OF MOUNTAINAIR, NM**

1. INTRODUCTION

The Town of Mountainair, NM invites qualified offerors to submit proposals in accordance with the specifications contained in this Request for Proposals (RFP). The purpose of this procurement is to select a contractor to provide legal services to the Town.

The RFP contains specific requests for information. In responding, offerors are encouraged to provide any additional information they believe is relevant.

2. SEQUENCE OF EVENTS

<u>Events</u>	<u>Date</u>
Release of RFP	8/16/23
Submission of Proposals	9/22/23
Evaluation of Proposals	9/30/23
Negotiation (if applicable)	9/30/23 through 10/20/23
Selection and Contract Approval	10/19/23

A. Submission of Proposal

Six (6) copies of the proposal and supporting documentation shall be submitted to the Town of Mountainair (hereafter referred to as “Town.”) Proposal must be in the format specified in Section 5 below. Proposal must be signed, and the authority of the individual signing must be stated on the proposal. Supporting documentation that is submitted will not be returned to the offeror.

The deadline for receipt of proposals for legal services is 3 p.m. Friday, September 22, 2023. Proposals shall be submitted in sealed envelopes clearly marked “PROPOSAL FOR LEGAL SERVICES.”

Proposals are to be submitted to the Town Office to the attention of Dennis Fulfer Town Clerk, where they will be date and time stamped. Regular mail, express mail, courier or hand delivery is acceptable. No facsimile proposals will be accepted. All proposals must be addressed to:

Dennis Fulfer, Town Clerk
Town of Mountainair
P. O. Box 115
Mountainair, NM 87036

All offerors must have a minimum of five years experience with government agencies.

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Contractor shall warrant that it has no known interest and does not anticipate that it will acquire any interest that would directly conflict in any manner or degree with the performance of services under the proposed agreement. Offeror shall list other government entities or clients they are currently representing which may cause conflict with their ability to represent the Town, i.e. developers, clients with law suits pending against the Town, etc.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered, unless it would have been timely but for the action or inaction of the Town. Time limits will not be waived.

Proposals will not be opened publicly but will be opened in the presence of one or more officials of the Town and will become public only after the award of the contract as specified in the State Procurement Code.

The Town reserves the right to reject any or all proposals, to waive any technicalities, and to accept in whole or in part the proposals that may be deemed in the best interest of the Town.

B. Evaluation of proposals

The responsible offeror whose proposal is most advantageous to the Town will be selected to perform the services. The weight to be given to each of the evaluation factors is set forth below:

1. Legal expertise with municipal matters – knowledge and experience in all areas of municipal, county or state government, governmental finance and contracting, procurement, personnel, drafting of ordinances, statutes and regulations, land use, planning and zoning and other specialty areas of representation for municipalities. 30%
2. Overall knowledge and experience including but not limited to employment law, environmental law and contracts, as well as, specialized services including that of special prosecutor for the District Attorney to handle municipal criminal cases. 20%
3. Past performance 20%
4. Proximity and availability – availability for attendance at meetings as well as for planned and unplanned consultations 10%
5. Fee Schedule 20%

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C. Selection of Offeror

The award will be made to the responsible offeror whose proposal is most advantageous to the Town, taking into consideration the evaluation factors and weights set forth above.

Upon request by the Town Council, offeror must be available for interview. Negotiations as provided for on the State Procurement code may be pursued.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they will be in writing and will be mailed to all firms that requested the RFP. Amendments will be distributed with sufficient time to allow offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals may be extended by the amendment.

The written acknowledgement form mailed with the amendment must be completed by the offeror and submitted with the proposal as evidence of the receipt of the amendment.

4. CANCELLATION OF RFP, REJECTION OF PROPOSALS

The Town reserves the right to cancel this RFP at any time and for any reason. Any and all proposals may be rejected in whole or in part when it is in the interest of the Town to do so. The Town shall not be responsible for the payment of any costs incurred by the offeror in the preparation of submission of a proposal.

The issuance of this RFP, receipt of proposals or the selection of a firm or individual in no manner obligates the Town to eventual purchase of services. This process is solely at the discretion of the Town and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. FORMAT OF PROPOSALS

Offerors shall organize the proposals as follows:

A. Transmittal Letter

Name, address, and telephone number of offeror

1. Name and telephone number of primary contact for the offeror
2. A signature of the offeror or of any officer or employee who certifies that he or she had the authority to bind the offeror
3. Date of proposal
4. A statement that the offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP
5. A statement that the offeror's proposal is valid for ninety (90) days after the deadline for submission of proposal

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B. Body of Proposal

Proposals should address the following items:

1. Introduction
2. Name of the principal attorney who will be responsible for the administration of the contract
3. Members of the firm who will take primary responsibility for:
 - a. Advice and attendance at Council meetings
 - b. Municipal court
 - c. Other courts i.e., district, federal, etc.
 - d. Zoning, planning, subdivision law
 - e. Employment law (personnel issues)
4. Qualifications of the individuals who will be assigned to perform the above duties for the Town
5. Educational background
6. Representation of other governmental entities or clients with potential conflicts with entity; i.e., developers, builders, surveyors, etc.
7. Written proof of current license to practice law in New Mexico
8. Malpractice insurance carried by firm; per member. (If selected must provide certificate of insurance.)
9. Information to indicate how firm meets evaluation criteria in 2.B.1. – 4. (Include names, dates and addresses of previous service to other NM municipalities.)
10. Fee proposal:
 - a. Monthly retainer – Based on scope of work set forth in 6.A.
 - b. Hourly rate by member of firm – Based on scope of work set forth in 6.B.
 - c. Other charges – Based on 6.C.

6. SCOPE OF WORK AND FEES

The Town of Mountainair desires to enter into a non-exclusive contractual relationship with a practicing attorney or firm to provide legal counsel to the Town of Mountainair.

- A. The following services will be included in the retainer fee:
(estimate – approximately 20 hours)
 1. Preparation review and analysis of any and all ordinances and resolutions
 2. Analysis and handling of municipal legal issues
 3. Review and analysis of items on the Council agenda prior to and subsequent to meetings.
 4. Interpretation of existing laws and ordinances

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5. Preparation, review and analysis of newly created legal documents and interpretation of existing legal documents, including (but not limited to) such instruments as contracts/agreements, deeds, easements, joint powers agreements, annexation documents, etc.
 6. Preparation, review, and continual update of personnel policies
 7. Attendance at designated public meetings that include Town Council meetings, Planning and Zoning Commission meetings, staff meetings, public hearings, special meetings, and other designated meetings.
 8. Preparation of legal opinions and other legal matters that may come before the Town, which include any tort claims received by the Town.
 9. Legal resource for all departments through Town administration.
 10. Answer specific request made concerning Town issues, i.e. complaints from the public and legal opinions on various municipal issues
 11. Daily contact or contact as needed with Mayor, Town Clerk and Planning and Zoning Officer
 12. Submission of a monthly status report of all legal activity
 13. Any other legal issues not covered in the hourly scope
- B. The following will be outside the scope of the services covered by the retainer fee and will be billed on an hourly basis:
1. Represent the Town of Mountainair in preparation and prosecution of cases in municipal, district, state or federal court as required.
 2. Conduct litigation services or provide assistance to outside counsel conducting litigation services.
 3. Employment disputes and employment litigation.
- C. Any other expenses not covered in 6.A. and B., i.e. including but not limited to clerks, paralegals, other employees, postage, long distance, fax, copies, court costs, expert witness fees, mileage, deposition, etc.

9. CONTRACT TERMS

The following terms and conditions will apply to any contract between the offeror and the Town:

- A. Term – The term of the contract will be an initial term of one (1) year beginning on the date the contract is signed by both parties and approved by Town Council.
- B. Termination – Either party upon thirty (30) days written notice may terminate the contract.
- C. Renewal – The parties may, by mutual agreement, extend the contract for a term to be negotiated up to four years.

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- D. Assignment of Attorneys – The Town, by and through the Mayor or Town Administrator, may request which lawyer or lawyers associated with the contracted law firm it desires to perform particular services, and the contracted firm shall comply with such designation whenever it deems it practicable.
- E. Subcontracting – Contractor shall not subcontract any portion of the services to be performed under the agreement without the prior written approval of the Town.
- F. Records and Audits – Contractors shall maintain detailed time and expense records that indicate the date, time and nature of services rendered to the Town, or expense incurred on behalf of the Town, and the Town shall upon giving reasonable notice have the right to review the records kept by the contractor.
- G. Conflicts of Interest – Contractor shall warrant that it has no known current interest and does not anticipate that it will acquire any interest that would directly conflict in any manner or degree with the performance of services under the proposed agreement. Firm submitting a proposal shall list other government entities or clients they are currently representing which may cause conflict with their ability to represent the Town, i.e. developers, clients with law suits pending against the Town, etc.
- H. Malpractice Insurance – Successful bidder shall provide certificates of insurance or copies of insurance policies evidencing coverage for all professional liability of successful bidder and its personnel, which may arise out of services provided under the agreement. Such coverage shall be in an amount not less than \$500,000/\$1,000,000 per occurrence. The amount of any deductible shall be stated and such insurance shall remain in full force and effect during the term of the agreement.