

City of Anthony, NM

Request for Proposals No. 2023-01



Attorney and Legal Services

Issue Date: June 09, 2023

**Proposal Due:
July 21, 2021
Time: 10:00 a.m.**

**City of Anthony Office
820 HWY 478
Anthony, NM 88021
Attn: Procurement Officer, Bonnie Hidalgo**

**Proposals must be submitted in a sealed envelope
that is clearly marked
“RFP No. 2023-01 Do Not Open”**

The Board **of Trustees** of City of Anthony, State of New Mexico (hereinafter referred to as "City") is requesting competitive sealed proposals from qualified law firms to provide for Attorney and Legal Services for City of Anthony

To be responsive, one (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than July 21, 2023 at 10:00 a.m. Mountain Time at the City of Anthony Administration Office, located at **820 HWY 478, Anthony, NM 88021**.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the City of Anthony Evaluation Committee will request an oral presentation. A recommendation will then be made to the City of Anthony Commission 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 proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact City of Anthony Administration office (Purchasing Agent) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to City of Anthony Finance Department, **820 HWY 478, Anthony, NM 88021** or hand-courier delivered to City of Anthony Finance Department, **820 HWY 478, Anthony, NM 88021**, City of Anthony Administration, **Anthony NM 88021**.

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

Bonnie Hidalgo Purchasing Agent
bhidalgo@cityofanthonym.org

PURPOSE/GOAL

The **City of Anthony**, New Mexico, seeks sealed proposals from qualified law firms for 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.

SCOPE OF WORK

The **City** desires to enter into a non-exclusive contractual relationship with a practicing attorney/law firm to provide legal advice to the City; prepare and examine contracts and other legal documents for the City; develop, amend and work with **City** employees on policies, including but not limited to policies for Personnel, Police Department, Neighborhood Services Department, and other **City** Departments; provide legal counsel with respect to personnel matters; draft ordinances and ordinance amendments and resolutions; and generally perform the function of a **City** Attorney as may be required by the Board of **Trustees** of City of Anthony, including but not limited to the following:

1. Attend Board of Trustee's regular meetings, special sessions, meetings, hearings or court procedures, special meetings and hearings that may be called by the Board of **Trustee's** or post-disciplinary hearings as outlined in the **City** Personnel Policy and as requested by the New Mexico Insurance Authority, and executive sessions of the Board of **Trustees** of City of Anthony, New Mexico.
2. Attend any special board or committee meetings, as requested by the Board of **Trustees** or the **City** Manager. Special committees including Road, Personnel, Land Use, etc.
3. Render written legal opinions on **City** matters or matters that may impact the City, as requested by the Board of Trustees or the **City** Manager.
4. Advise any Elected Official or Department Head, as to the legal conduct of his/her office, upon authorization of the **City** Manager.
5. Prepare and/or review all contracts, policies, ordinances, resolutions, franchises, bonds (Attorney will not serve/represent as Bond Council for the City), and other miscellaneous documents affecting the interest of City of Anthony
6. Conduct all research, as required by the scope of the contract and provide all clerical and secretarial work associated with such research.
7. Represent the **City** as its attorney in all minor Court proceedings.

8. Assist the Purchasing Agent in review/preparation of procurement contracts, Request for Proposals, Invitations to Bids and legal aspects as related to New Mexico State Statutes as well as procurement codes.
9. Assist and/or handle responses to Inspection of Public Records Act (IPRAs) and Freedom on Information (FOIA) requests
10. Routine telephone calls on **City** matters, assist in handling of routine litigation matters that arise during the year, gathering of any information and transmission to the New Mexico Counties' defense counsel, and coordination of communication with defense attorneys is shared/provided to the **City** Manager regarding defense on those matters
11. Undertake all collections as requested
12. Examine Abstracts of Title
13. Perform any and all other legal services as the **City** or its duly authorized officers or elected officials may request or require from time to time
14. Become available the two days prior to the Board of **Trustee** meetings and have documents prepared accurately and submitted to the **City** Manager for each meeting
15. Represent the **City** as its attorney in all minor Court proceedings
16. Keep the **City** Manager apprised on items that are being worked on, changes in laws and other matters that may affect or impact City of Anthony.
17. Submit a monthly invoice to the **City** Manager's office. The invoice must detail who performed the service, the time involved and the specific question or matter addressed. The invoice will need to be broken out on work done on forfeitures, grants and the **City** Manager may request additional expenses to be broken out by Department and/or subject matter. Payment will be made within thirty (30) business days after acceptance.
- 18. Legal services provided to unauthorized employees or the public and not authorized will not be considered.**

REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal**. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the services, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed thirty (30) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for one hundred twenty days (120) days subsequent to the RFP opening date.
6. Offeror **must** presently be licensed by the State of New Mexico to practice law and be in good standing.

OTHER REQUIREMENTS

1. Professional Qualifications

All persons within the proposing law firm that will be providing legal opinions and guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be a member of a State Bar. Proof of compliance with BOTH requirements must be provided with the proposal. Offerors must provide a detailed resume and/or curriculum vitae including education and legal experience of attorney(s) who will provide the services. Prior governmental law experience is preferred.

2. Capability and Agreement to Perform

Offeror certifies that they are capable and qualified, and have the necessary experience of local government law to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in this RFP.

PROPOSAL PACKAGE

Each offeror must submit the following as labeled and in the same order as follows:

1. Desirable Specification

a. Experience with Contract Law

Offerors must be familiar with, and experienced in dealing with, contract law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they will meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Experience with Employment Law

Offerors must be familiar with, and experienced in dealing with employment law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area. Offeror must explain methods of staying up to date with continued changes in the laws regarding Employment Law.

c. Experience with Procurement Law

Offerors must be familiar with, and experienced in dealing with, procurement law in a local public body setting. This must include litigation experience. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the offeror feels best describes their experience and success in this area.

d. Experience with Tort Litigation

Offerors must be familiar with, and experienced in dealing with, tort litigation in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome that the Offeror feels best describes their experience and success in this area.

e. Experience with Land Use & Property Law

Offerors must be familiar with, and experienced in dealing with, land use and property law in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement. The response must include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

f. 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. The response must include the description of a situation, and the resolution and outcome that the offeror feels best describes their experience and success in this area.

2. Experience and Education

a. Experience with New Mexico Local Public Body

Offerors must have experience providing legal services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This must include a break-down per local public

body, if experience with more than one local public body is being claimed. Offeror must provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

Offeror must certify the percentage of all persons within the proposing law firm that hold certification in Local Government Law by the New Mexico Board of Legal Specialization.

b. Continued Education

Offeror must provide specific detailed information on legal education, training/seminar/programs and additional education training relevant to **City** governments that they have obtained over the last three (3) years. Offeror must also describe, in narrative form, how they will meet this requirement over the term of the Contract with City of Anthony if they were so selected.

3. Fees

- a.** Offeror must complete and submit the Cost Response Form, on Pages 19-20, providing proposed fees for both options accomplishing the scope of work. The **City** will negotiate with the top ranking firm whether an hourly or monthly fee is most beneficial to the both parties. State gross receipts and local options taxes (if any) shall not be included in the proposed fees.

4. Essential Service Responsibilities

a. Accessibility

Offeror must address their response time to the **City** on general matters for review, preparation of contracts, resolutions, etc. Twenty-four hours a day, seven days a week (“24/7”) access to legal services and advice is required to deal with urgent and unexpected legal matters. If awarded the contract, Offeror must be available 24/7, whenever needed, and easily accessible (including phone and email). Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

b. Document Preparation and Review

Offeror must describe methods for handling preparation and review of documents to prevent or limit errors; typographical, formatting, wrong information, vendors, etc. **City** shall not be charged fees for corrections made to documents prepared by Offeror.

c. Confidentiality & Records Retention

Any work done by the attorney or law firm selected by **City** is, and must remain confidential. Offerors must be familiar with, and experienced in dealing with confidentiality & records retention. Offerors must describe, in narrative form, how they maintain confidentiality in his/her office among the offerors staff. Offerors must also describe their methods for records retention. The offeror must list how they would address breaches, documents being sent to wrong parties within an organization and outside of an organization. Offeror must also describe methods for training staff on confidentiality and records retention procedures.

EVALUATION CRITERIA

1. Desirable Specification	35 Points
2. Experience and Education	30 Points
3. Fees	20 Points
4. Essential Service Responsibilities	15 Points
Maximum Evaluation Score	<u>100 Points</u>

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the City of Anthony Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the **City** determines the cancellation of the process is in the best interest of City of Anthony.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the

City. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

3. The **City** reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	City of Anthony	06/09/2023
3.	Deadline to Submit Questions	Potential Offerors	07/07/2023
4.	Last Response to Written Questions/RFP Amendments	City of Anthony	07/12/2023
5.	Submission of Proposal	Offeror	07/21/2023
6.	Proposal Evaluation	Evaluation Committee	07/27/2023
7.	Recommendation of Award	City	08/02/2023
8.	Oral Presentation by Finalist (optional)	Offeror	TBD
10.	BOT Approval	City of Anthony	08/02/2023
11.	Award Contract	City of Anthony	08/04/2023

TERM OF CONTRACT

The contract shall be awarded for a one (1) year period with the option to renew the contract for three (3) additional one (1) year periods for a total period of four (4) years through or soliciting proposals for a new offeror. The fee may be negotiated at the end of the first year period if the **City** takes the option to renew. The **City** reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference is not scheduled. Any questions regarding any and all aspects of this RFP shall be made by email to Purchasing Agent, Bonnie Hidalgo at bhidalgo@cityofanthonym.org

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Cost Response Form – Page #19-20
2. Offeror's Response Form – Page #21
3. Execution of Proposal Form – page #22
4. Offeror's Reference Form – page #23
5. Offeror's Certification and Non-Collusion Affidavit – page #24
6. Letter of Transmittal Form – page #25
7. Copy of Business License – include with page #25
8. Completed W-9 – include with page #25
9. Certification Regarding Debarment, Suspension, & other Responsibility Matters – Page #26
10. Options, Exceptions or Variations – Page #27
11. Resident/Veterans Preference Certification – Page #28
12. Campaign Disclosure Form – pages #29-30
13. Proof of Insurance
14. Statement of concurrence to minimum level of effort
15. Proof of Juris Doctor (J.D.) degree and member of a State Bar.
16. Resume and/or curriculum vitae

Contractual Provisions

The following provisions will be in any contract entered into by and between the **City** and the successful offeror.

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

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

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature section within the form. (For purposes of this requirement, the applicable elected public officials within the **City of Anthony** are Board of Trustees, MPT Elva Flores, Javier Silva, Daniel Barreras, Gabriel Holguin, and Mayor Diana Murillo.

MINIMUM LEVEL OF EFFORT

Offeror must agree to commit a minimum of nine hundred (900) person hours annually to the performance of this contract by one or more persons meeting the minimum professional qualifications required in the RFP. A statement of concurrence is required.

PROPERTY TAX OBLIGATIONS

Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Offerors that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

DEBARMENT & SUSPENSION CERTIFICATION

Offeror must complete and submit the “Debarment & Suspension Certification Form”, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Assistant Finance Director/Chief Procurement Officer. The protest shall be delivered to the Assistant Finance Director and Purchasing Agent.

NONDISCRIMINATION STATEMENT

City of Anthony in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The **City** reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Assistant Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Assistant Finance Director. Questions answered by any other person or **City** Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Assistant Finance Director. The **City** is not responsible for any errors or omissions contained in the offeror’s proposal.

3. This procurement and any agreement entered with offerors that may result shall be governed by the laws of the State of New Mexico.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the City of Anthony Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsible.
8. The **City** reserves the right to negotiate any and all elements of this RFP.
9. Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Finalists who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.
10. The City, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
11. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
12. City of Anthony reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the City.
13. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, City of Anthony may, in its discretion, suspend the offeror for a period of time from entering into any contracts with City of Anthony.

14. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 3rd Judicial District in and for City of Anthony, State of New Mexico, and each party shall pay its own cost and Attorney fees.
15. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the **City** and the successful offeror.
16. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the City.
17. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
18. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
19. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
20. The **City** reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the **City** may reject any and all proposals when it is in the best interest of the **City** to do so.
21. The City of Anthony Procurement Policy and the New Mexico Procurement Code 13- 1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
22. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
23. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to City of Anthony.
24. The **City** shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
25. The legal firm will be required to provide proof of, and maintain, insurance prior to performing work for City of Anthony. The requirements are as follows:
 1. Professional Liability: Minimum \$1,050,000.00 aggregate
 2. Workers Compensation:
 - a. Contractor shall comply with the provisions of the Worker's Compensation Act.
 3. Increased Limits:
 - a. If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort

Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.

4. Malpractice/Errors & Omissions Insurance:
 - a. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.
5. City of Anthony Named as Additionally Insured:
 - a. This condition is required for all insurances requested except Professional Liability.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided.

The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to City of Anthony.

26. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

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

27. The offeror will save and hold the **City** harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
28. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of City of Anthony and will not be entitled to any fringe benefits available to the employees of City of Anthony.
29. The Contract will provide that the **City** will be allowed to prematurely terminate the Contract if the **City** Manager and/or **City** Board of Trustees determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-

days written notice to the other parties to the Contract. As used herein, the term “cause” will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party’s ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

30. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the City.
31. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.

32. The City’s policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

a) There will be a charge of \$0.50 per page by cash or check / money order made payable to City of Anthony at the following address:

b)
City of Anthony, Finance Department
820 HWY 478
Anthony, NM 88021

The fee must be paid before the information is released.

33. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

City of Anthony
Chief Procurement Officer
820 HWY 478, Anthony, NM 88021

In order to receive resident or resident veteran preference, a copy of the offeror’s current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Electronic Payment Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to **Bonnie Hidalgo**, Purchasing Agent by email at bhidalgo@cityofanthonym.org.

PROPOSAL FORM
MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”
RFP #: 2023-01 ATTORNEY AND LEGAL SERVICES

By this “Mandatory Notice to Owner of Intent to Submit a Proposal” the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner’s written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the City of Anthony Administration Office, **820 HWY 478, Anthony NM 88021**, or bhidalgo@cityofanthonym.org, No later than 5:00 pm Mountain Standard Time on: **JUNE 30, 2023**

FIRM:

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ **Firm DOES INTEND to respond to this RFP**

_____ **Firm DOES NOT INTEND to respond to this RFP**

THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE **JUNE 30, 2023**

PROPOSAL FORM
COST RESPONSE FORM
PAGE 1 OF 2
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

OFFEROR NAME: _____

OPTION 1:

PROPOSED HOURLY FEES: \$ _____

State gross receipts and local option taxes (if any) shall not be included in the proposed fees. Such taxes shall be separately reimbursed by the City.

Please list the billing increments to the City: _____
(Please include the minimum increments to the City. Ex: What would be the increment billed for a 5-minute phone call, email, etc.)

Any cost for paralegal services: \$ _____

Any cost for clerical work: \$ _____

Any travel expense, if not residing in City of Anthony, to **City** to attend **City** Commission Meetings, Committee Meetings, Personnel Hearings, etc.: \$ _____

(Please list the Hourly/Monthly rate, if applicable, to the **City** for travel time to and from City of Anthony.)

Please list all other additional costs to the **City** not included above or in the Hourly fees:

PROPOSAL FORM
COST RESPONSE FORM
PAGE 2 of 2
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

OPTION 2:

PROPOSED MONTHLY FEES: \$ _____

Please list all other additional costs to the **City** not included in the monthly fees:

State gross receipts and local option taxes (if any) shall not be included in the proposed fees.
Such taxes shall be separately reimbursed by the City

*All proposed fees may be subject to negotiation after an award has been made with the recommended offeror. City of Anthony will negotiate with the highest-ranking firm on the best option. Offeror must submit pricing for both options listed above

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

City of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with the services have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2023-01 01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any **City** staff, or elected officials since the date this **RFP #2023-01 Attorney and Legal Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The City reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
LETTER OF TRANSMITTAL FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

1. Declarations:

- I certify that I am authorized to contractually bind my company.
- I concur that the submission of our proposal constitutes acceptance of the form of contract provided for in this RFP though specific contract details may be subject to negotiation."
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2021

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

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY
MATTERS
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

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

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

Resident Business/Veteran Business Certificate Number: _____

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2023-01 ATTORNEY AND LEGAL SERVICES
DUE DATE: July 21, 2023

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if an, Mayor Diana Murillo, MPT Elva Flores, Javier Silva, Daniel Barreras, Gabriel Holguin

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) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL