

CURRY COUNTY

Request for Proposals

ATTORNEY AND LEGAL SERVICES

Request for Proposal No. 2014/15 – 01

Sealed Proposals Submitted To:

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

Date Qualifications Submitted By:

**Tuesday, August 26, 2014
Time: 3:00 p.m.**

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

“RFP No. 2014/15–01 – Do Not Open”

Curry County Administration
RFP No. 2014/15-01
Attorney and Legal Services
Page 2

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified law firms to provide for Attorney and Legal services for Curry County.

To be responsive, one (1) original and five (5) copies of the proposals must be submitted no later than Tuesday, August 26, 2014 at 3:00 p.m. at the Curry County Administration Office, located at 700 North Main Street, Suite 10, Clovis, NM 88101.

IMPORTANT

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

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

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

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

Lance A. Pyle
Curry County Manager
Phone - 575-763-6016
Fax - 575-763-3656
lpyle@currycounty.org

SPECIFIC CONDITIONS

1. Proposals **must** be received by August 26, 2014 at 3:00 p.m. Mountain Standard Time. Any proposals received after the deadline will be kept on file unopened and will be considered **only** in the event that **all** other proposals are deemed non-responsive.
2. Offeror shall submit one (1) original and five (5) copies of the proposal.
3. Offeror must have a proven ability for a contract start-up by October 18, 2014.
4. Offeror must have sufficient qualified and trained staff with sufficient back-up personnel to preclude both the absence of, and/or the unnecessary delay of legal services.
6. Offeror must submit a list of five (5) references, including name of company, address, contact person and phone number. **ALL SUCH DOCUMENTATION SHALL BE INCLUDED IN THE PROPOSAL.**
7. Offeror **must** presently be licensed by the State of New Mexico to practice law and be in good standing.

SCOPE OF WORK

The County desires to enter into a non-exclusive contractual relationship with a practicing attorney/law firm to provide legal advice to the County; prepare and examine contracts and other legal documents for the County; develop, amend and work with County employees on policies, including but not limited to policies for the Detention Center and other County Departments; provide legal counsel with respect to personnel matters; draft ordinances and ordinance amendments and resolutions; and generally perform the functions of a County Attorney as may be required by the Board of County Commissioners of Curry County, including but not limited to the following:

1. Attend all Board of Curry County Commission regular meetings, study sessions, special meetings and hearings, and executive sessions.
2. Attend any special board or commission meetings, as requested by the Board of Commissioners or the County Manager. Special boards include Road, Personnel, Subdivision, Jail Committee, etc.
3. Provide written legal opinions, as requested by the Board of Curry County Commission or the County Manager.
4. Advise any elected official or department head, as to the legal conduct of his/her office, upon approval of the Board of Commissioners or the County Manager.
5. Draft and pass upon the legality of all ordinances, resolutions, policies, contracts, bonds and other instruments affecting the interests of Curry County.
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 County as its attorney in all minor Court proceedings.
8. Assist the Purchasing Agent in review/preparation of procurement contracts and legal aspects as related to New Mexico State Statutes as well as procurement codes.

9. Submit a monthly invoice to the County 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 and the County 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.
10. Legal services provided to unauthorized employees will not be considered part of this contract.

REQUIREMENTS FOR PROPOSAL

1. Submit one (1) original and five (5) copies of the proposal.
2. The offeror with the successful proposal shall be prepared to enter into negotiations for Projected fees, when notified by the County Manager.
3. Proposals shall not exceed thirty (30) pages in length.

PROPOSAL PACKAGE REQUIREMENTS

Submit the following as labeled and in the same order as follows:

- A. Describe in detail the offeror's experience in each of the areas listed and identified in the Scope of Work provision of this RFP.
- B. Describe experience with public agencies, tax and administrative law in the State of New Mexico and the Federal Government. Experience with the Procurement Code and New Mexico Statutes.
 1. Experience with the procurement code and the preparation/review of governmental contracts.
 2. Experience in Detention/Law Enforcement issues.
 3. Experience in dealing with matters and issues under the New Mexico Open Meetings Act.
 4. Experience in dealing with matters under the New Mexico Inspection of Public Records Act.
 5. Experience in dealing with intergovernmental agreements, memorandums of understanding and joint powers agreement between New Mexico Governmental entities.
- C. Describe experience in general practice providing legal services in the areas of general litigation, real estate, business law, trusts, estates, charitable foundations and gifts, labor and employment law including civil rights and discrimination matters, bond matters, and employee benefit plans and related tax issues.
 1. Submit complete resumes of attorney(s) who will provide the work. Be sure to include all states in which attorney(s) are licensed to practice law.
 2. List workshops attended in the past two (2) years and continuing education credits earned.
 3. Give a complete description of the firm's library and/or resources.
 4. Outline your limits of Professional Liability Insurance. State if there are any current suits pending against your firm.

- D. The ability of the firm to perform work on a timely basis. Give a complete summary of current workload and the firm's ability to perform work required on a timely basis. Identify and describe fully any areas of possible conflict of interest.
- E. Provide information as to the date offeror was admitted to the New Mexico Bar and indicate whether offeror has ever been disbarred or disciplined by any court of disciplinary board.
- F. Provide a listing of any and all areas of law which offeror has substantial experience in, including the number of years' experience and level of sophistication achieved in each area.
- G. Fee (Submitted in a sealed envelope marked "FEES".)

Submit in a separate sealed envelope both of the attached fee proposal sheets. One for hourly rate and the second for an annual flat rate.

Curry County reserves the right to select the fee that is most advantageous. Should your firm have paralegal staff, please list your fee at the bottom of the fee proposal sheet.

EVALUATION CRITERIA

Proposal will be evaluated on the basis of the following criteria. Each proposal may be awarded points up to the amount listed.

- 1. Experience with Local Governing Bodies. **25 points**
- 2. Ability of the firm to perform work on a timely basis. **15 points**
- 3. Experience in Detention/Law Enforcement issues. **15 points**
- 4. Experience with Public Sector Personnel Regulations. **10 Points**
- 5. Experience with the NM Procurement Code and preparation/review of governmental contracts. **10 points**
- 6. Experience in General Practice. **10 points**

7. Experience with Land Use and Subdivision Regulations. **5 points**

 8. Experience in NM Open Meetings Act, NM Inspection of Public Records Act. **5 points**

 9. Experience in Intergovernmental Agreements, Memorandum of Understanding and Joint Powers Agreements between New Mexico Governmental entities. **5 points**
- Maximum Evaluation Score** **100 points**

PROCEDURE

1. Procedure: Proposals will be reviewed by an evaluation committee. Offeror's who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover cost, methods of delivery, and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s), if requested. A recommendation will be taken before the Board of Curry County Commission for award. Once awarded, negotiations will be conducted with offeror. If a satisfactory agreement can be reached, the contract will be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
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 Curry County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but 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. Each offeror must submit with their proposal, a fee schedule, for the services to be performed. **The fee schedule(s) shall be in a separate envelope, clearly marked on the outside, "FEES"**. The fees envelope shall not be opened until the County Evaluation Committee has made their rankings/recommendations and shall only be opened if the County goes into negotiations with the offeror based upon the submission.

SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	8-1-14
2.	Submission of Proposal	Offeror	8-26-14 @ 3:00 p.m.
3.	Proposal Evaluation	Evaluation Committee	8-26-14 to 8-29-14
4.	Selection of Finalist(s)	Evaluation Committee	8-29-14
5.	RFP Award	County Commission	9-3-14
6.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	9-3-14 to 9-10-14
7.	Approve Contract	County Commission	9-16-14
8.	Commence Services	Contracted Offeror	10-18-14

TERM OF CONTRACT

The contract shall be awarded for a two (2) year period; October 18, 2014 to October 17, 2016. At the end of that time, and for a period of six (6) years, the County shall have the option of renewals for additional two (2) year periods until October 17, 2022, or soliciting proposal for a new firm. The rate shall be negotiated every two (2) years if the County takes the option to renew.

The County reserves the right to terminate the contract at any time for non-performance with not less than a thirty (30) day written notice.

ADDITIONAL TERMS

1. The Board of Commissioners of Curry County reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal, which in its judgment is the most suitable and advantageous to the County.
2. Payment terms: Payment by credit card (VISA) is the preferred method of payment for Curry County. Payment shall be made net thirty (30) days from invoice date after receipt of goods and services unless additional documentation is requested by the Finance Department to support the expenditure. All invoices shall be submitted directly to the Curry County Finance Department at 700 N. Main, Suite 10, Clovis, NM 88101.
3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications

- or RFP package must be answered by the County Manager or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the County Manager. The County is not responsible for any errors or omissions contained in the offeror's proposal.
4. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
 5. 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.
 6. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Manager in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained in this RFP packet. Verbal responses and/or representation is **not acceptable**.
 7. The State of New Mexico's procurement code, section 13-1-28 through section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 8. The offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Curry County. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
 9. Offeror must, in performance of the work to be performed, agree to fully comply with all applicable federal, state and local laws, licensing, permitting, rules and regulations.
 10. Proposals received after the date and time indicated will be kept on file and will be open and considered only in the event that all other proposals are deemed non-responsive.
 11. Proposals that do not meet the requirements set forth may be considered non-responsive.
 12. All proposals submitted shall be binding upon the respondent for ninety (90) calendar days after the proposals submission date.

13. The County reserves the right to negotiate any and all elements of this RFP.
14. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
15. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
16. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected 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.
17. Non-discrimination: Offerors, during the performance of this contract, will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona-fide occupational qualification reasonably necessary to perform operations of the attorney/firm. By signing and submitting a proposal, attorney/firm agrees to comply with this paragraph.
18. Curry County 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 satisfactorily. Such is at the discretion of the County.
19. 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, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
20. 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 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
21. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whatever is deemed in the best interest of Curry County.

CONTRACT TERMS AND METHOD OF PAYMENT

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

TRAVEL EXPENSE

The County of Curry will pay per diem and mileage for out-of-town trips approved by the County Manager according to County Adopted per diem and mileage rate.

All travel expenses will be approved in writing in advance by the County Commission or County Manager.

INSURANCE REQUIREMENTS

The following insurance requirements are required:

- A. The successful firm will be required to carry professional liability (errors and omissions) insurance. The amount of coverage shall not be less than \$1,050,000.

BRIBES, GRATUITIES AND KICK-BACKS

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

CAMPAIGN CONTRIBUTION DISCLOSE FORM

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

QUESTIONS

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

FORM 1
FEE PROPOSAL BASED ON HOURLY RATE
Curry County Attorney and Legal Services
PROPOSAL FORM

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

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

Paralegal Services shall be at \$_____ per hour, if applicable.

Signed

Typewritten Name

Title

Firm

Address

Phone

E-mail Address

Fax

Date

FORM 2
FEE PROPOSAL BASED ON ANNUAL FLAT FEE
Curry County Attorney and Legal Services
PROPOSAL FORM

I/We the undersigned, will provide "County Attorney and Legal" services for the County of Curry, New Mexico, as outlined in the Request for Proposal, at an annual fee of \$_____. This fee does not include applicable taxes.

Signed

Typewritten Name

Title

Firm

Address

Phone

E-mail Address

Fax

Date

FORM 3
PROPOSAL FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. 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 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.

THIS FORM 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 either 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, not does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter,-in-law or son-in-law.

“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 contractor or the cancellation of the request for proposals.

Curry County Administration
RFP No. 2014/15-01
Attorney and Legal Services
Page 14

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

NAME

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)