

**CITY OF TUCUMCARI  
REQUEST FOR PROPOSAL**

**CITY WATER ATTORNEY SERVICES  
RFP Number 2011-005**

Tucumcari, New Mexico 88401

**GENERAL DISCUSSION**

The City of Tucumcari is requesting competitive sealed proposals for legal services related to water issues to be provided to the City of Tucumcari. Qualified applicants who are licensed members of the New Mexico State Bar and in good standing should submit written proposals to the City of Tucumcari, attention Christine Dougherty, Purchasing Agent. The contract term for this service shall be month-to-month, with the City reserving the right to discontinue any such service at the expiration of thirty (30) days. Six copies of the proposal should be submitted no later than Monday, June 13, 2011 at 2:00 p.m. local time to the Office of the Purchasing Agent located at 215 E. Center, P.O. Box 1188, Tucumcari, New Mexico 88401.

**CONTRACT PERIOD AND RENEWAL OPTIONS**

The term of the contract shall be a month-to-month arrangement beginning on July 1, 2011 through June 30, 2012. It is understood that this Contract is on a month-to-month arrangement during the term specified and that it can be terminated at any time upon thirty (30) days written notice by either party.

**SCOPE OF WORK**

The City desires to enter into a non-exclusive contractual relationship with a practicing attorney to provide legal counsel related to water issues to the City of Tucumcari, including but not limited to the following:

1. Attend any special board or commission meetings as requested by the City Commission or City Manager.
2. Provide written legal opinions as requested by the City Commission or City Manager.
3. Draft and pass upon the legality of all ordinances, resolutions, contracts, bonds and other instruments affecting the water interests of the City.
4. Conduct research as required by the duties of the office and provide all clerical/secretarial work on behalf of the office.
5. Represent the City as its attorney in all water related court proceedings.
6. 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. Payment will be made within ten (10) days after acceptance.

**REQUIREMENTS OF PROPOSAL**

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

- A. Experience in water related legal services.

1. Submit complete resumes of attorney(s) who will provide the work. Be sure to include all states in which the attorney(s) are licensed to practice law.
2. List workshops attended in the past two years and continuing education credits earned
3. Give a complete description of the firm's library and/or resources and describe their access to and familiarity with legal resources necessary to the timely rendering of opinions on issues of municipal law.
4. Outline your limits of Professional Liability Insurance. State if there are any current suits pending against your firm.

B. Experience in Municipal, County or other State governmental water rights law. The applicant should list their familiarity with and background in issues dealing with, compliance with Open Meetings and Inspection of Public Records Act, drafting of contractual agreements, and municipal grants. Additionally list experience with public agencies, tax and administrative law in the State of New Mexico, the Federal Government, and experience with the Procurement Code and New Mexico Statutes.

C. 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.

D. The geographic location of the firm.

E. The applicant should provide the City of Tucumcari with the applicant's proposed hourly fee for service and whether the applicant will bill portal to portal for services rendered to the City of Tucumcari and the estimated number of hours per month the applicant is able to devote to City municipal needs.

Submit also the attached fee proposal sheet. (Attachment No. One.)

Should your firm have paralegal staff, please list your fee at the bottom of the hourly fee proposal sheet and state "Paralegal Services shall be \$\_\_\_\_\_ per hour."

### **EVALUATION FACTORS**

The award will be made upon the following weighted criteria:

- A. 50% - of the award shall be based upon the applicant's prior experience with Municipal, County or other State governmental water law.
- B. 10% - of the award shall be based upon the applicant's access to relevant municipal law resources.
- C. 20% - of the award shall be based upon the applicants proposed fee.
- D. 20% - of the award shall be based upon the firm's ability to perform work on a timely basis.

### **TRAVEL EXPENSES**

The City of Tucumcari will negotiate payment for travel expenses.

### **CONTRACT TERMS**

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

### **NOTICE**

The Procurement Code, 13-1-21 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.

### **INCOMPLETE PROPOSALS**

This document is composed of 9 numbered pages. Upon receipt of the Proposal Packet, each proposer should immediately inventory the contents to verify that the packet is complete. If the packet is complete, proposer may proceed with preparing a proposal response. Should the packet be incomplete, however, the proposer should (a) call the designated contact person to obtain replacement documents and (b) send a brief claim letter to the contact person identifying the missing documents. Both the telephone request and postmark of the claim letter must occur before June 7, 2011 at 2 p.m. Any requests, written or verbal, received after June 7, 2011 at 2 p.m. will not be honored and no special consideration or time extensions will be given to the review and analysis of the proposer proposal.

### **AWARD OF CONTRACT**

The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Tucumcari, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the City's option, the City may decide to interview the top three (3) ranked firms to develop final rankings or may consider the rankings based on the proposals as final. Discussions may be conducted with offerors which submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

### **TERMS AND CONDITIONS**

1. Incurring Cost  
Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
2. Amended Proposals  
Offerors may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City of Tucumcari personnel will not merge, collate, or assemble proposal materials.
3. Offerors' Rights to Withdraw Proposal  
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Purchasing Agent.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

4. Proposal Offer Firm  
Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Agent will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

6. No Obligation

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

7. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Tucumcari.

8. Sufficient Appropriation

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

9. Legal Review

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

10. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the City of Tucumcari.

11. Basis for Proposal

Only information supplied by the City of Tucumcari in writing through the Purchasing Agent or in this RFP should be used as the basis for the preparation of offeror proposals.

12. Contract Terms and Conditions

The City of Tucumcari reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the City of Tucumcari's terms and conditions, as contained in this Section, that offeror must propose specific alternative language. The City of Tucumcari may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City of Tucumcari and will result in disqualification of the offeror's proposal.

**The contract, including all extensions and renewals, shall not exceed three (3) calendar years in duration.**
13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City of Tucumcari.
14. Contract Deviations

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

The Purchasing Agent reserves the right to waive minor irregularities. The Purchasing Agent also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Agent.
16. Notice

The New Mexico criminal statutes impose civil and criminal penalties for bribes, gratuities and kick-backs.
17. Agency Rights

The City of Tucumcari reserves the right to accept all or a portion of an offeror's proposal.
18. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City of Tucumcari.
19. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's

possession and the version maintained by the City of Tucumcari, the version maintained by the City of Tucumcari shall govern.

20. Questions, Inquiries, and Contact with City of Tucumcari Officials or Staff Members  
Any inquiries regarding the scope of work outlined in the RFP may be made to Christine Dougherty, Purchasing Agent, P.O. Box 1188, Tucumcari, NM 88401. All inquiries shall be in written form. **No inquiries shall be allowed after June 7, 2011 at 2 p.m.** Responses to all inquiries will be posted on the City of Tucumcari website, [www.cityoftucumcari.com](http://www.cityoftucumcari.com), by June 8, 2011 under the "Public Notice" tab.
21. Responsibility of Offeror  
At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Tucumcari by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.
22. Campaign Contribution Disclosure Form  
Offerors **shall** complete Attachment No. 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. **NOTE: Failure to comply with this requirement may result in rejection of the proposal.**

**Attachment No. 1**

**FEE PROPOSAL BASED ON HOURLY RATE**

**City of Tucumcari Attorney Services**

I/We the undersigned, will provide "City Attorney" services for the City of Tucumcari, New Mexico, as outlined in the Request for Proposal, at an hourly fee of \$\_\_\_\_\_per hour. This fee does not include applicable taxes.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**ATTACHMENT NO. 2  
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 that 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 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.

**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 un-reimbursed 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.

**“Contact”** 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 contract or the cancellation of the request for proposals.

**“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 Codes or is not required to submit a competitive sealed proposal because that person 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.

**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 Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
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)