**VILLAGE OF TIJERAS**

**REQUEST FOR PROPOSALS**

**TO PROVIDE LEGAL SERVICES**

**AS**

**“VILLAGE ATTORNEY”**

**Village of Tijeras**

**PO Box 9**

**12 Camino Municipal**

**Tijeras, NM 87059**

**PART A: BACKGROUND AND GENERAL INFORMATION**

The Village of Tijeras hereby requests proposals from responsible offerors to provide legal services to the Village of Tijeras as the Village Attorney. The legal services required include: attending Council Meetings, answering questions presented by the Mayor and Council addressing any legal matter that comes before the Village, including but not limited, to reviewing contracts, reviewing services and goods, proposals and procurement, advising on personnel matters, drafting and/or reviewing and defending ordinances and resolutions, providing prosecution services, lobbying and conduct of litigation or assistance to outside counsel conducting litigation.

Offerors must possess substantial and demonstrable knowledge and experience in the areas of municipal, county or state government, governmental finance and contracting, procurement, advising village officials, acting as municipal attorney, drafting of ordinances, statutes and regulations, land use planning and zoning, historic and prehistoric preservation, environmental law, intergovernmental affairs, legislative lobbying, dealings with the New Mexico Municipal League and the prosecution of litigation. Offerors must possess necessary licenses to enable them to provide representation to the Village before New Mexico State and Federal Courts.

In addition, the Village prefers that the offerors be available during regular business hours. Offerors should recognize that from time to time, they may need to be available during non-business hours.

Any agreement based on a proposal is contingent upon the Village and the Legislature of New Mexico, making sufficient appropriations and authorizations for the performance of the agreement. Please refer to Section 15 of Part E of this Request for Proposals.

The New Mexico Procurement Code shall govern this procurement of professional services. This request for proposals may be canceled and any and all proposals rejected in whole or in part when it is in the best interest of the Village.

Proposals shall be received by the Deputy Clerk no later than 9:00am on April 3, 2020. Proposals shall be received at the Village of Tijeras, PO Box 9, 12 Camino Municipal, Tijeras, NM 87059. Offerors shall submit an original and four (4) copies of the proposal, each with an original signature of the offeror or an employee of the offeror who has the authority to bind the offeror. All proposals shall be placed in a sealed envelope marked to the attention of the Diane L. Klaus, Deputy Clerk and labeled: “Professional Attorney Services”.

Upon receipt by the Deputy Clerk, the date and time received shall be recorded. Proposals shall be opened privately and shall not be available for public inspection until after the award, if any, of a contract.

Prospective offerors may direct questions about this request for proposals to, Diane Klaus at 281-1220, during regular business hours. Nothing stated by any individual or by any Village employee will, however amend this request for proposals, unless such statement is reduced to a written amendment.

**PART B: STATEMENT OF WORK**

The Village has historically employed a Village Attorney and proposes to continue this practice with this contract. Responsibilities of the Village Attorney include attending Council meetings, answering questions presented by the Mayor and the Council, addressing any legal matter that comes before the Village, including, but not limited to, reviewing contracts, reviewing services and goods proposals and procurement, advising on personnel and civil rights matters, drafting and reviewing and defending ordinances and resolutions, lobby and litigation – or assistance in litigation-as described in PART A above. Contractor will be expected to be aware of and involved in matters of importance to the Village.

Offerors must possess substantial and demonstrable knowledge and experience in the areas of municipal, county or state government, governmental finance and contracting, procurement, advising village officials, acting as municipal attorney, drafting of ordinances, statutes and regulations, land use planning and zoning, historic and prehistoric preservation, environmental law, intergovernmental affairs, legislative lobbying, dealings with the New Mexico Municipal League and the prosecution of litigation. Offerors must possess necessary licenses to enable them to provide presentation the Village before New Mexico and Federal Courts.

Any potential offeror who currently represents any parties in litigation against the Village should strongly consider the conflict of interest restriction contained in section 7 of Part E of this Request for Proposal.

The Contractor shall act at the Village’s direction and under the exclusive control of the Village. The Contractor shall adhere to timetables established by the Village to provide advice and to take legal or other action at the direction of the Village.

**PART C: EVALUATION FACTORS**

The award of contract shall be made to the responsible offeror whose proposal is most advantageous to the Village, taking into consideration the following weighted evaluation factors. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the Village to select the offeror who submits the lowest cost proposal. The offeror must be able to commence work immediately.

1. Experience in municipal government (particularly as a city or village attorney), advising governmental bodies or agencies as to legal rights and responsibilities, drafting ordinances or regulations, reviewing contracts and proposals, handling communications and relations with other governmental bodies and associations, (including the New Mexico Municipal League) and dealing with procurement and personnel matters, familiarity with state and federal statutes and regulations related to performing the work required hereunder; litigation experience

**40 Points**

1. Cost – **30 Points**
2. Proximity to and familiarity with the Village of Tijeras municipal system.

**15 Points**

1. Specific qualifications and experience of key personnel to be assigned to work for the Village

**15 points**

**TOTAL MAXIMUM POINTS – 100**

**PART D: COMPENSATION**

For services rendered under this contract, the Village shall pay the Contractor an hourly rate, such compensation not to exceed the total amount specified in the contract, except as amended by agreement of the parties.

The Village shall pay no costs to the Contractor for litigation except those to which the Village agrees.

The Village may pay travel expenses that the Contractor incurs in performance of this contract at the rate provided by the Per Diem and Mileage Act, sections 10-8 to 10-8-8 NMSA 1978, and the applicable regulations of the department of Finance and Administration for salaried public officers or employees. The Village may require that its designee approve in advance, in writing, any travel for which payment is requested under this contract.

The Contractor shall be responsible for paying to the New Mexico Taxation and Revenue Department, the gross receipts taxes levied on the amounts payable under this contract. The Village shall make no payments to the Contractor except upon receipt of a detailed, certified statement of account.

**PART E: OTHER CONTRACT TERMS AND CONDITIONS**

In addition to the Statement of Work described above and the Compensation described above, the contract between the Village and the selected Contractor, shall contain substantially the following terms and conditions:

1. Term

This contract shall not become effective or binding until the Village Council approves it. The contact shall be for an initial term of two years, unless terminated earlier pursuant to paragraph 2 or 12, infra, provided, however, the parties may, by mutual agreement, extend this contract for successive and annual periods in accordance with paragraph 8, infra. The term of this contract, including all extensions shall not exceed four years.

1. Termination
2. This contract may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no less than seven (7) calendar days written notice (delivered my certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination; provided however, that the Contractor may not terminate this contract if he/she/it has undertaken litigation not yet completed, unless permitted to do so by the Village.
3. This contract may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
4. If termination for default is effected by the Village, an equitable adjustment in the price provided for in this contract may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Village because of the Contractor’s default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination
5. Upon receipt of a termination action under paragraph A or B above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Village all data, reports and such other information and materials as may have been accumulated by the Contractor in performing his contract, whether completed or in process.
6. Upon termination under paragraphs A or B above, the Village may take over the work and may award another party a contract to complete the work under this contract.
7. After termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Village. In such an event, adjustment of the contract price shall be made as provided in paragraph C of this clause.

3. Audit Access to Records

1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of Village funded work under this contract in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The Village or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, the Contractor will provide proper facilities for such access and inspection.
2. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.

4. Release of Final Payment

 The Contractor, upon final payment of the amounts due under this contract, releases the Village, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this contract. The Contractor agrees not to purport to bind the Village to any obligation not assumed in this contract by the Village, unless the Contractor has express written authority to do so, and t hen only within the strict limits of that authority. Payments on shall not foreclose the Village’s right to recover excessive or illegal payments.

5. Confidentiality

 Any information that the Contractor receives or develops in the performance of this agreement, shall be kept confidential and the Contractor shall not make such information available to any individual or organization with the Village’s prior written approval.

6. Product of Service

 All briefs, legal filings and memoranda that the Contractor develops or acquires under this contract shall become the Village’s property and shall be delivered if so requested to the Village no later than the final termination date of this agreement.

7. Conflict of Interest

 The Contractor warrants that he/she/it presently has no interest and shall not acquire any interest directly or indirectly, that would conflict in any manner or degree with the performance of services required under this contract. When and if such provisions become applicable the Contractor also shall promptly provide a written disclosure to the Mayor of the Village.

8. Amendment

 This contract shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Village Council.

9. Merger

 This contract incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written contract. No prior agreement or understanding, verbally or otherwise, of the parties or of their agents shall be valid or enforceable unless embodied in this contract.

10. Applicable Law

 This contract shall be governed by the laws of the State of New Mexico.

11. Waiver

 No waiver of any breach of this contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

12. Appropriations

 This Contract’s terms, including the initial and any extended terms are contingent upon the Village making sufficient appropriations and authorizations for the performance of this contract. If the Village does not make sufficient appropriations and authorizations this contract shall, notwithstanding the provisions of paragraph 1 and 2 above terminate immediately upon the Village giving written notice to the Contractor. The Village’s decision whether sufficient appropriations are available shall be accepted by the Contactor and shall be final.

13. Equal Opportunity Compliance

 The Contractor agrees to abide by all Federal and State laws and rules and regulations and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity to the extent they pertain to this contract. In accordance with all such laws and rules and regulations and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure 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 benefits of or be otherwise subjected to discrimination under any program or activity performed under this contract. If the Contractor is found to be not in compliance with these requirements to the extent they pertain to this contract, during the life of this contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

14. 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.

15. Indemnity

 The Village will indemnify and hold harmless Contractor, including payment of costs and attorney fees against all claims, suits liability or damages which may be brought, found or levied against Contractor as a result or arising out of services and actions of Contractor under this contract; provided that this indemnity will not apply to Contractor’s gross negligence or intentional torts or to the payment of punitive damages assessed against Contractor.

16. Independent Contractor

 Contractor, in the performance of this contract, is an independent contractor, and the Village shall have no obligations to Contractor as an employer other than as set forth in this contract.

17. Covenant Against Contingent Fees

 The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the Village shall have the right to annul this contract without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

18. Gratuities

1. If the Village finds after a notice and hearing that he Contractor or any of the Contractor’s agents or representatives offered or gave gratuities to any official, employee or agent of the Village in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Village may by written notice to the Contractor, terminate this contract. The Village may also pursue other rights and remedies that the law or this contract provides.
2. In the event this contract is terminated as provided in paragraph A the Village may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this contract by the Contractor.

**PART F: FORM OR PROPOSALS AND INSTRUCTIONS TO OFFERORS**

The proposals submitted to the Village must at a minimum contain the following

 information**:**

1. The offeror’s name, address and phone number
2. A statement that the offeror agrees to provide all the services and adhere to all requirements, specifications, terms and contract provisions set forth in the request for proposals;
3. A statement of the offeror’s general background and resources;
4. A cost proposal consisting of an hourly rate amount to perform the statement of work and statement of expected frequency of travel for which the offeror will require payment under this contract.
5. A statement of the offeror’s knowledge and experience in the areas described in Parts, A, B, and C;
6. Names and resumes of key personnel to be assigned to this contract and contract duties to be assigned to these individuals. Resumes shall describe the qualifications of the personnel to be used in the performance of this contract.
7. The original signature of the offeror or an employee or officer of the offeror who has the authority to bind the offeror. The signature shall be executed and dated as follows:

 Date this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

 Name of Offeror:

 By:

 Title:

 The person whose signature appears is authorized to contractually bind the offeror.

8. A certificate prepared and signed by the offeror of independent price determination which certifies that no collusion as defined by the Federal and State anti-trust laws, occurred during proposal preparations.