

CITY OF SUNLAND PARK
1000 McNUTT RD., SUITE A
SUNLAND PARK, NM 88063



**NOTICE OF CALL
REQUEST FOR PROPOSALS**

for

CITY ATTORNEY
RFP# 1208007

RFP Closing Date and Time:
JANUARY 19, 2009 @ 4:00 PM, MT

RFP Opening Date and Time:
JANUARY 20, 2009 @ 9:00 AM, MT

PURCHASING CONTACT:

Gina Salazar,
Purchasing Agent
(575) 589-6907

E-MAIL:

gsalazar@sunlandpark-nm.org

NOTICE TO OFFERORS

The City of Sunland Park (the "City") is now soliciting Competitive Sealed Proposals for City Attorney. The role of the City Attorney will be filled by an individual or firm that is licensed to practice in the State of New Mexico and has substantial and demonstrable experience in the areas of municipal, county and state government. The Request for Proposal packets may be obtained in person at the Office of the Purchasing Agent at 1000 McNutt Rd., Suite A, Sunland Park, NM 88063 or by email at gsalazar@sunlandpark-nm.org.

The deadline to submit responses is January 19, 2009, no later than 4:00 p.m. (Mountain Time) and will be opened on January 20, 2009 at 9:00 AM, at which time they will be forwarded to our Evaluation Committee for further review. No late submissions will be accepted. Any RFQ received after the stated closing time will not be opened or reviewed. The Offeror shall be responsible for actual delivery of the proposal before the advertised date and hour of opening to Gina Salazar, Purchasing Agent, at 1000 McNutt, Suite A, Sunland Park, NM 88063,. If delivery is delayed beyond the date and hour set for the Closing, submittals thus delayed will not be considered. However, the City reserves the right to extend the submittal deadline. All submittals become the property of the City of Sunland Park.

GENERAL CONDITIONS

The Opening of the proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

After obtaining the best and final offers, the award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Sunland Park. The Award of a contract for professional services shall be made based upon qualifications as well as cost.

Until the final award by the City of Sunland Park City Council, the City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, and to otherwise proceed when the best interest of the City will be realized. Proposals will be submitted sealed and plainly marked with the date and time of opening. Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the services contemplated by this Request for Proposals.

Thank you for your interest in doing business with the City of Sunland Park.

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) CITY ATTORNEY RFP# 1208007

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Qualifications the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 14 .

The acknowledgment of the receipt should be signed, completed, and returned to the Purchasing Department as soon as possible after receipt of RFQ packet. Only potential Offerors who elect to return this form will receive copies of all future communications (including amendments) to this Request for Qualifications.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Qualifications.

Return To: Office of the Mayor,
City of Sunland Park
1000 McNutt Road, Suite A
Sunland Park, NM 88063

Telephone Number: 575-589-7565 Ext. 1320
Fax Number: 575-589-1222
Faxed copies of this form will be accepted.
Faxed **RFP** responses **will not** be accepted.

A. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Design Professional" means architect/engineer.

"Award of Contract" shall mean a formal written notice by the City of Sunland Park that a firm has been selected to enter into a contract for services.

"Contract" means an agreement between the City and a licensed design firm for the work covered by this RFP.

"Contractor" means successful Offeror awarded the contract.

"Determination" means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"MACC" means the maximum allowable construction cost as defined by the Design Professional contract.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

"Owner" is the City of Sunland Park.

"Project Listing Form" means the form included as a part of this RFP which all Offerors shall complete, indicating all outstanding awards and contracts less than 75% complete.

"Proposal" is the Offerors response to this RFP.

"Request for Proposals" or "RFP" means all documents, attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

"Selection Committee" means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

"User" means the City staff occupying the facility or facilities, for which a project is being designed.

"User Contact" is the person designated by the City to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms "must," "shall," "will," "is required," or "are required" identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms "can," "may," "should," "preferably," or "prefers" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review and the final decision on rejection will be made.*

B. INTRODUCTION AND BACKGROUND

The City of Sunland Park, a New Mexico municipal governmental corporation, seeks proposals from qualified and responsible Offerors to provide legal services as City Attorney for the City. The legal services required include: providing legal advice and counsel to the City, preparation of contracts, ordinances and Resolutions; addressing any legal matter that comes before the City or its City Council; reviewing contracts and agreements; advising on personnel matters; advice and assistance on procurement matters; litigation in the courts of New Mexico and the United States; representation of the City in administrative proceedings before administrative agencies; attendance at meetings of the City Council as requested by the Mayor; and lobbying on legislative matters. The successful Offeror should have a detailed knowledge and understanding of the New Mexico Municipal Code, the New Mexico Procurement Code, the law of Municipal Inspection of Public Records Act, and the Open Meetings Act.

This Request for Proposals is made in accordance with and is subject to the terms and provisions of the New Mexico Procurement Code, Sections 13-1-28 to 13-1-199, NMSA.

The city reserves the right to reject any and/or all submittals, to accept or reject any or all of the items in the responses, to waive any informality in the submittals received, and to award the contract in whole or in part, if it is deemed to be in the best interest of the City.

C. QUALIFICATIONS AND SCOPE OF SERVICES

1. LEGAL SERVICES:

In addition to being licensed to practice in the State of New Mexico and possess substantial and demonstrable knowledge and experience in municipal, county or state government, the successful Offeror must also have knowledge and experience in the areas as follows:

- Governmental Finance and Contracting
- Procurement
- Advising Governmental Officials
- Prosecution of Litigation
- Drafting Ordinances and Resolutions
- Contracts and Policies,
- Legislative Lobbying

- Municipal Law
- Law of Real Property
- New Mexico State and Federal Laws

Offerors must also possess all necessary licenses to provide representation of the City before New Mexico State and Federal courts.

2. GENERAL LEGAL SERVICES FOR THE CITY

The successful Offeror will provide general legal services to the City, and its officers and employees, including specifically the following services:

- Prosecution of litigation involving the City.
- Representation of the City in administrative proceedings
- Attendance at meeting of the City Council, as and to the extent requested by the Mayor
- Review and legal advice on procurement matters, including invitations for bids, request for proposals, contracts and other procurement issues.
- Preparation of ordinances, resolutions, policy statements, contracts and other documents at the request of the mayor and for consideration by the Mayor and City Council.
- Legal advice and drafting of documents related to land ownership and land use issued, including but not limited to deeds, grants of easement, right-of-way agreements, and similar documents.
- Lobbying on specified issues before the New Mexico legislature and other public officials, as instructed by the Mayor.
- Legal advice and assistance on any other matters that may come before the Council, including but not limited to personnel matters, contract disputes, intergovernmental cooperation and related agreements, Municipal utility law and policy, and public finance.
- Knowledge and understanding of local water and land development issues in Dona Ana County is strongly desired.

The successful Offeror should be available on short notice to assist and provide advice to the City with regard to legal administrative issues as they arise and must be available for travel to Sunland Park as needed or requested for City business.

Conflict of Interest Considerations:

Prospective Offerors are advised to review carefully the parties involved and the status of pending judicial and administrative proceedings stated above, to determine whether the Offeror may have any actual or potential conflict of interest. Any actual or potential conflict of interest **must** be fully described in the Offeror's proposal, with a statement of how the Offeror intends to resolve such conflict.

D. DATE AND LOCATION OF RECEIPT OF PROPOSALS

Proposals pursuant to this Request for Proposals must be received at:

Office of the Mayor
The City of Sunland Park
1000 McNutt Road, Suite A
Sunland Park, NM 88063

Opening Date: January 20, 2009 at 9:00 AM

E. INSTRUCTIONS TO OFFERORS

1. General Instructions:

Proposals must be received in the City Offices at 1000 McNutt road, Sunland Park, New Mexico 88063 no later than 4:00 PM, Mountain Time on January 19, 2009. Offerors assume responsibility for timely delivery of any proposals submitted by mail or courier. Offerors shall submit an original and five (5) copies of the proposal, signed by the Offeror or by an officer or employee of their Offeror who has the authority to bind the Offeror. Proposals shall be submitted in an envelope marked to the attention of the Mayor, City of Sunland Park, and labeled: **RFP# 1208007 "Proposal to Provide Legal Services as City Attorney"**

2. Content of Proposals:

Proposals submitted in response to this Request for Proposals must, at a minimum, prove (a) statement of qualifications and experience of the Offeror, (b) a statement of qualifications and experience of individual attorneys and other staff who will primarily provide services to the City, and (c) specific information as to the availability of attorneys and support personnel whether located in the City area or elsewhere.

Proposals must contain the following specific information to be considered:

- (a) The name, address, and telephone number of the Offeror.
- (b) A statement that the Offeror agrees to provide all the services and adhere to all requirements, specifications, terms, and contract provisions set forth in this Request for Proposals.
- (c) A statement of the Offeror's general background, qualifications, and resources relevant to the legal services to be provided.
- (d) Names, resumes and contact information for key personnel who will be assigned to provide legal services to the City.
- (e) A cost proposal setting forth separately the costs for the legal services that are offered. The cost proposal should include each of the following clearly and separately (as applicable):

- 1 Hourly billing rates for:
 - Senior Attorney or Partner
 - Associate or Staff Attorney

Paralegal
Clerical

Any other staff whose time is billed on an hourly basis

2. Costs: All equipment or service costs of Offeror that will be billed to the City, including but not limited to:

- Photocopy charges
- Telephone charges
- Telefax charges
- Legal research costs and fees
- Mileage and per diem
- Supply costs

3. Pass-through charges: If the Offeror will pay costs and fees that will then be invoiced to the City by the Offeror (including but not limited to, postage, filing fees, subcontractor fees, etc.), Offeror shall state whether such charges will be increased, and the amount of the increase if any, to account for the overhead, general, and administrative expenses, or for any other reason.

If the cost proposal or any other portion of the proposal contains financial information or information that qualifies as a trade secret in accordance with Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978, and the Offeror wishes for that information to be kept confidential, the Offeror must include with the proposal a written request for confidentiality and must provide that portion of the proposal on separate sheets of paper that can be readily separated from the proposal upon completion of the proposal process, at which time the proposals become available for public inspection in accordance with the Procurement Code.

(f). The original of the 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:

Dated this _____ day of _____, 2009.

Name of Offeror: _____

Address: _____

Title: _____

“The person whose signature appears is authorized to contractually bind the Offeror.”

(g). A Certification 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 preparation of the proposal.

In addition, Offerors should include in their proposal such other information as the Offeror deems appropriate to assist the City in evaluation of the offer.

F. EVALUATION FACTORS

This procurement will be awarded to the responsible Offeror whose offer is deemed most advantageous to the City, taking into consideration the minimum qualifications set forth in Section B ("Qualifications and Scope of Services") above, and the following weighted evaluation factor:

Demonstrated knowledge and experience in the practice of law related to local governmental entities in New Mexico.	
Demonstrated knowledge and experience in the practice of law related to the operations of Municipal and related to bond financing.	
Demonstrated knowledge and experience in the practice of law related to New Mexico water rights, including particularly practice in proceedings before the State Engineer Office and appeals from such proceedings.	
Experience and demonstrated ability as a lobbyist at the New Mexico state legislature.	
Understanding of political and governmental issues related to water supply and development in Dona Ana County.	
Cost	
TOTAL WEIGHT IN POINTS	100 pts

Notwithstanding the foregoing weighting factors, a serious deficiency as to any of the factors listed may be grounds for rejection of a proposal, regardless of the proposal's merits in other areas. The listing of cost as a factor for consideration does not require the City to select the offer which includes the lowest cost proposal.

Proposals will be reviewed and evaluated by Review Committee and the Mayor. The final decision whether to accept or reject any proposal will be made by the City Council.

The City may conduct discussions with Offerors who submit proposals determined to be reasonably susceptible of being selected for award; however, the City reserves the right to accept a proposal and enter into an agreement with the selected Offeror without such discussions.

This Request for Proposals may be canceled at any time, either before or after the submittal date. The City reserves the right to reject any and all proposals, to waive technicalities, and to accept or reject any proposal in whole or in part, as may be deemed to be in the best interest of the City.

G. QUESTIONS AND CLARIFICATIONS

All questions or clarifications related to this RFP must be submitted via e-mail to:
gsalazar@sunlandpark-nm.org

Inquiries must be submitted **ONLY** to the Procurement Agent no later than January 14, 2009, and responses to all questions will be posted on the City's website and www.sunlandpark-nm.org respectively under RFQ#1208007 by end of business day January 15, 2009.

H. CONTACT WITH CITY OFFICIALS AND STAFF MEMBERS

Unless expressly authorized by the Mayor, no submitter or advocate of a submitter may contact, attempt to contact, or communicate in any way with any employee or elected official of the City of Sunland Park regarding this RFQ and/or the City's procurement activities for a project manager between the date this RFQ is published and when a contract is executed with the selected submitter. The term "contact" for the purpose of this section includes the giving or attempt to give any gift, gratuity, or favor. Violators of this "no communication" restriction may be excluded from the RFQ process by the City.

I. TENTATIVE TIMELINE

The City expects this RFQ process to proceed as described below:

Publish Request for Proposals	January 7, 2009
Deadline to submit questions/clarifications	January 14, 2009
Submittals due	December 19, 2008
Opening Date	December 20, 2008
Committee Review	December 20-27, 2009
Tentative Council Meeting for Award Determination	February 3, 2009

J. TERMS AND CONDITIONS

The following contractual terms and conditions are generally included in contracts entered into by the City of Sunland Park and a successful Offeror (the "Contractor"). This procurement is governed by with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the City of Sunland Park.

1. **Protests** - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Purchasing Agent. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Purchasing Agent
City of Sunland Park
1000 McNutt Rd Ste A
Sunland Park, NM 88063

The 15-day protest period shall begin on the day following the date of written notice of action from the City. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost: Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Term: The agreement shall not become effective or binding until approved by the City Council. The City anticipates that the agreement will provide for general counsel services (City Attorney) not to exceed (1) year in duration. New Mexico law allows Municipalities to extend a contract for (3) three periods of up to one year each, making a contractual relationship for up to (4) years at which time new Requests For Proposals will be solicited.
4. Confidentiality: Any information that the Contractor receives or develops in the performance of the agreement shall be kept confidential, except as otherwise required by law, and the Contractor shall not make such information available to any individual or organization without the approval of the City. The attorney-client privilege shall apply. Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the City Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the Offeror has **stamped or imprinted** the words "**proprietary**" or "**confidential**". 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. **Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non confidential portion.**
5. Amendment: Any agreement once entered into by the Contractor and the City shall not be altered, changed or amended in any way except by an instrument in writing agreed upon and executed by the parties. Neither the agreement nor any amendment thereto shall be binding until approved by the City Council.
6. Equal Opportunity Compliance: The Contractor must agree to abide by all federal and state laws and regulations, including 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 such laws, regulations, and executive orders are applicable to the agreement. The contractor must agree 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 in connection with any program performed under the agreement. If the Contractor is found not to be in compliance with such requirements in connection with the agreement, the Contractor will be required to take appropriate steps to correct any and all deficiencies.
7. Notice Regarding Procurement Code Violations: The New Mexico Procurement Code, Sections 12-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for violations thereof. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks in connection with any public procurement.

8. Intent: It is the intent of the City to award the contract to the most qualified, responsible Offerors(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. The City will negotiate with the Offeror deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, area of responsibility and proposed fee structure, including the amount and method of payment.
9. Independent Contractor: The selected Contractor shall have the status of an independent contractor and not be an employee of the City, and the City shall have no obligations to the Contractor except as set forth in the agreement between the parties.

K. CAMPAIGN CONTRIBUTION DISCLOSURE FORM (attached below)

Effective May 17, 2006, Chapter 81, Laws of 2006 requires any prospective contractor seeking to enter into a contract with any state agency or local public body to file a "Campaign Contribution Disclosure Form" with the City.

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with the City must file the attached form with the City. 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 City during the two years prior to the date on which the contractor submits this 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.

EXHIBIT "B"

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 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, 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 or 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 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, nor 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 contract or the cancellation of the request 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 Code 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 or 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) _____

(The Above Fields are unlimited in size)

Signature

Date

Title (Position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATED 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)

COPY

January 8, 2009

City of Sunland Park
c/o Mayor Martin Resendiz
1000 McNutt Road, Ste A
Sunland Park, NM 88063

Re: City of Sunland Park - Request for Proposals for Legal Services

Dear Mayor Resendiz:

Pursuant to your Request for Proposals we hereby submit our proposal to provide legal services for the City of Sunland Park. We will provide general legal services to the City, its officers and employees including all the services set out in paragraph B of the Request For Proposals To Provide Legal Services As City Attorney

**Background Information
(Qualifications And Experience Of The Offeror)**

1. All lawyers in our firm are presently licensed to practice by the State of New Mexico and are in good standing with the State Bar of New Mexico.
2. One attorney in our office has been admitted to practice for forty years, one for twenty years and the other two for periods of 14 to 21 years. Gerald Coppler is also licensed to practice in Texas and Nancy Nickerson is also licensed to practice in California.
3. All attorneys in our office have sufficient knowledge of the law of the State of New Mexico and the United States and the Common Law, particularly with respect to Municipal Law, administrative and regulatory matters, court procedures and rules of evidence in order to competently advise and represent the City of Sunland Park in the capacity of City Attorney. All of the attorneys in our office have the ability to analyze issues, evaluate and organize facts and evidence, use the law library effectively, evaluate and ascertain applicable precedent and present such material in a clear, concise and logical form for oral or written presentation to the City Council, media, courts, administrative agencies and any other group, person, or body with whom the City Attorney shall have contact or dealings. This firm possesses substantial and demonstrable knowledge and experience in the areas of municipal, county and state government; governmental finance and contracting; procurement; advising city officials; acting as municipal attorney; drafting ordinances, statutes and regulations; land use

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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.

4. No attorney in this four-lawyer firm has been disbarred, disciplined or even reprimanded in the course of their professional practice. Our firm is well staffed and equipped with the latest electronic law library, a law library of 1,000 volumes, and word processing equipment adequate to serve all our clients.

5. Attached is a brief resume of each attorney's post high school educational background and work history (statement of qualifications and experience) all of whom are available to work on City of Sunland Park matters as the City so directs or requests.

Sunland Park Experience

We represented the citizens who put together the incorporation of Sunland Park in 1980 to 1983. We then became City Attorney in 1983 until 1998 or 99. During that period we led the founders and the first four Mayors through the thicket of law and politics by being their advisors, litigators and preparers of all contracts, franchises, Ordinances and Resolutions. We attended City Council meetings, did all municipal court prosecutions and served as the City's spokesperson in the state legislature. During those many years we oversaw from the legal perspective the formation of a city wide central sewer system and an Anapra flood control system where neither existed before as well as the acquisition, rebuild and expansion of the water system. We were responsible for relocating the Motor Vehicle Department to Sunland and for the location of a Bank in Sunland. The landfill and location of the sewer plant were decisions that proved unpopular, but we never, on any of these issues, strayed from the directives and policy regarding each of them as set by the then sitting Mayor and Council. As City Attorneys, we always understood the Mayor and Council sets policy and it is our task to carry it out. We are very proud of our service and accomplishments and would note we never lost a Sunland case.

Our Municipal Clients

With regard to areas of law in which the firm has substantial experience, Frank Coppler has 40 years of substantial experience in the area of municipal government law. He has served as Assistant City Attorney in Albuquerque, Executive Director and General Counsel to the Municipal League and City Attorney of the City of Santa Fe. Since forming this law firm, we have served as Town Attorney, Town of Red River, City Attorney, City of Sunland Park, City Attorney, City of Española, Village Attorney, Village of Corrales, County Attorney, Taos County, Attorney for the Gallup-McKinley Schools,

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c/o Mayor Martin Resendiz
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Special Attorney for the Albuquerque Public Schools, Special Attorney for the Village of Ruidoso and Ruidoso Downs, Special Attorney for Highlands University and special attorney for Rio Arriba County. We now serve as City Attorneys for Red River and general counsel to the Anthony, El Prado, and Alto Lakes Water and Sanitation Districts, the South Central New Mexico Council of Governments and approximately 15 Mutual Domestic Water Associations. The firm has served as Special Attorney for numerous other cities, towns, villages and Water and Sanitation Districts. Frank Coppler has tried numerous cases involving issues of municipal law and has handled numerous cases involving municipal law on appeal to the New Mexico Supreme Court. This firm has also been general counsel and coverage counsel for the New Mexico Public Schools Insurance Authority since 1986.

We offer the following references:

- 1) Pat Banegas, Superintendent
Anthony Water & Sanitation District
P.O. Box 1751
Anthony, NM 88021
(505) 882-3922
- 2) Sammy Quintana, Executive Director
New Mexico Public Schools Insurance Authority
410 Old Taos Highway
Santa Fe, NM 87501
(505) 988-2736
- 3) Mayor Phillip Gasteyer
Village of Corrales
4324 Corrales Road
Corrales, NM 87048
(505) 897-0502
- 4) Earl Adamy, Chairman of the Board
Alto Lakes Water & Sanitation District
P.O. Box 750
Alto, NM 88312
(505) 336-7707

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Firm Municipal Law Case Experience

In the area of municipal, administrative and land use law, we successfully represented the Town of Red River in the land mark New Mexico Supreme Court case of Mutz v. Municipal Boundary Com'n, involving the first appellate test of issues surrounding the Boundary Commission method of municipal annexation. The Court ruled for our client, the Town of Red River.

During the firm's representation of the City of Santa Fe, we spent a great deal of time working on land use issues. Perhaps our most satisfying work was in the area of enforcing the Santa Fe City Historic Zoning Ordinance. We were able to convince our District and State Supreme Court that the City Ordinance (if amended to specifically so provide) could be enforced even against the State of New Mexico.

In another land mark case, our firm prevailed before the unanimous New Mexico Supreme Court in City of Sunland Park v. Concerned Citizens Ass'n, 110 NM 95 (1990). The case had involved a six-week administrative trial and a series of subsequent appeals finally resulting in a complete victory for our client, the City of Sunland Park. This allowed prosecution of a second action through the Municipal Boundary Commission culminating in a second major victory for the City in Cox v. Municipal Boundary Comm'n, 120 NM 703, 905 P.2d 741 (Ct. of App. 1995) which allowed the City to go back to the District Court and force it to apply the proper standard of review. We then litigated the remaining issues in the District Court and on appeal in Cox v. Municipal Boundary Comm'n, 124 NM 709, 954 P.2d 1186 (1998) we won the final victory for the City and it was granted a tax base of sufficient revenues to provide services to its residents. This entire struggle not only involved difficult legal issues but had a mix of racial politics and state and county interference in the City's fight for economic viability.

In another crucial annexation case, we successfully represented the City of Rio Rancho in a dispute against the Town of Bernalillo. The Court of Appeals affirmed the result we achieved at trial, gaining 500 acres of new territory for Rio Rancho and establishing in New Mexico the legal doctrine of "prior jurisdiction."

Representing the Village of Corrales, we succeeded in a major annexation effort before the Municipal Boundary Commission. As a result, the Village doubled in size.

We have successfully litigated at both trial and appellate levels several condemnation cases on behalf of the City of Española involving massive new Citywide developments. We assumed responsibility for some of those cases only a month before trial and managed to salvage victoriously and place on track cases which had languished badly for years.

In the area of labor law, we were able to win a District Court trial on behalf of Taos County on an application for declaratory judgment involving the County personnel ordinance as applied to union collective bargaining demands. This case was not appealed by the union.

City of Sunland Park
c/o Mayor Martin Resendiz
January 8, 2009
Page 5

We frequently handle personnel disputes and won a summary affirmance by the Court of Appeals in our representation of the Village of Corrales. Our representation of the Town of Red River resulted in summary judgments for the Town in both federal and state court employment disputes.

We won a summary judgment in district court in the first challenge to the Village of Angel Fire's application of its newly adopted zoning ordinance. The case was important because it set a precedent in that Village for swift, quality legal work against attempted judicial challenges. Our victory was not appealed.

At the time we ended our prior service as Sunland City Attorney, we were in the process of litigating water and wastewater utility availability in southern Doña Ana County. We were litigating on behalf of the City of Sunland Park issues of City growth to the international border crossing, as well as control of the regional water, wastewater systems. These cases involved several hundred million dollars in assets. Prior to the end of our service to Sunland we won a jury verdict on behalf of Sunland in the amount of \$2 million for which the City would receive 2500 Afy of water rights, a water-sewer system with 1100+ customers and access to another 100,000 Afy of water rights.

Those cases were diverted from our custody to the attorneys then picked by former Mayor Segura and the former City Council. We are not aware of their disposition after we left. Suffice to say, it would not take long for us to come to speed on these issues.

These examples represent just a few selected matters which we have handled in the area of municipal and administrative law. The benefit to the City of Sunland Park of this experience is obvious. We understand the issues faced by Sunland Park. At the same time, conflicts do not arise because we do not represent any person or entity with interests conflicting with the City of Sunland Park.

Availability to Provide Services

The firm is available to attend meetings of the City Council, answering questions presented by the Mayor and Council or any individual councilor, addressing any legal matter that comes before the City. This would include, but not be limited to, reviewing contracts, reviewing services and goods proposals and procurement, advising on personnel matters, drafting or reviewing and defending ordinances and resolutions, lobbying and conducting litigation. The individual firm members and staff are available during regular business hours and after hours as needed on a 24 hour a day basis.

Attached is a copy of the declaration page of our current malpractice coverage.

City of Sunland Park
c/o Mayor Martin Resendiz
January 8, 2009
Page 6

Cost Proposal

We propose to provide legal services to the City as outlined in the RFP at the rate of \$150.00 per hour for partner and \$125.00 per hour for other lawyer personnel. No charges will be made for paralegal or clerical time of which we have three on our staff. Equipment or service costs to be billed will only be photocopying at twenty-five cents per page, telefax \$1.00 per page and pass thru of actual cost of long distance and on-line research, filing fees and deposition fees. Mileage and per diem costs will be limited to that allowed City employees on official travel as authorized by the City of Sunland Park. In addition, the City would be required to pay gross receipts taxes on billings as is required by state law. We expect to travel to the City once or twice per month from Santa Fe.

We certify our quote is independent and there was no collusion, as defined by federal and state anti-trust laws, during preparation of this proposal.

This firm agrees to provide all services and adhere to all requirements, specifications, terms and contract provisions set forth in the request for proposals. We trust that this proposal is responsive to the request for proposals and please be assured that we desire to serve the City of Sunland Park as its attorneys.

Dated this 8th day of January, 2009.

Name of Offeror:

COPPLER & MANNICK, P.C.

By: _____
Frank R. Coppler

Title: Partner

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

Enclosures

T:\FRC\LETTER\RFP\RFP.SunlandPark.2009 (JPR09)

Joanna Rosengren

From: Joanna Rosengren [jrosengren@coppler.com] on behalf of Frank Coppler [fcoppler@coppler.com]
Sent: Tuesday, January 27, 2009 4:29 PM
To: 'resendizformayor2008@yahoo.com'
Cc: 'Frank Coppler'
Subject: Sunland Park

Mayor Resendiz:

Here is the Proposed Contract (Professional Services Agreement) and contribution report.

Very Truly Yours,

Frank R. Coppler

2nd part

CITY OF SUNLAND PARK
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the 15th day of March, 2010, by and between the CITY OF SUNLAND PARK, hereinafter referred to as the "City", and the Coppler Law Firm, P.C., hereinafter referred to as the "Attorney".

WHEREAS, Attorney has agreed to provide the services, and

WHEREAS, the City desires to engage Attorney to render the services in connection therewith.

IT IS THEREFORE HEREBY AGREED by and between the parties to this Agreement, that:

1. SCOPE OF WORK. Attorney shall, in a competent and professional manner, provide legal representation before Courts, Boards and Commissions, legal advice and legal services to the City, its officers, agents and employees which shall consist of all of those services that are normally provided in terms of service as a City Attorney. Attorney shall attend City Council, Board or Commission meetings on an "as requested by the Mayor" basis. The legal services required include: providing legal advice and counsel to the City, preparation of contracts, ordinances and Resolutions; legal advice and drafting of documents relating to land ownership and land use issues, including but not limited to deeds, grants of easement, right-of-way agreements, and similar documents; lobbying on specified issues before the New Mexico legislature and other public officials, as instructed by the Mayor; legal advice and assistance on any other matters that may come before the Council, including but not limited to personnel matters, contract disputes, intergovernmental cooperation and related agreements,

Municipal utility law and policy, and public finance; addressing any legal matter that comes before the City or its City Council; reviewing contracts and agreements; advice and assistance on procurement matters; litigation in the courts of New Mexico and the United States; representation of the City in administrative proceedings before administrative agencies; attendance at meetings of the City Council, City Boards or Commissions as requested by the Mayor. Attorney shall be municipal bond counsel and shall receive fees for such work out of bond issue proceeds.

2. COMPENSATION TO ATTORNEY. For and in consideration of the services to be rendered by Attorney to the City pursuant to this Agreement, the City agrees to pay the Attorney at the rate of \$160.00 per hour, plus the applicable gross receipts taxes, long distance toll charges, facsimile charges, mileage and expenses, copying, deposition and filing fees and such payment to be made (placed in 1st class mail) to Attorney, on or before the 10th day of each month, following the month in which the services are rendered. A late fee of 1% per month shall be assessed.

3. INSURANCE. Attorney shall maintain and keep in effect professional attorneys' malpractice insurance in a form and amount acceptable to the City, and on request, shall provide a copy to the City. The City shall defend, hold harmless and indemnify Coppler Law Firm, P.C., or any of its employees while acting within the scope of duties as Attorney for the City against any tort claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties as City Attorney. The City or its insurer shall compromise

and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

4.

5. STATUS OF CONTRACTOR. Except for paragraph 4 herein whereunder they are deemed City employees, Attorney, their agents, officers and employees, are independent contractors, performing services for the City, and are not employees of the City. Attorney, their agents, officers and employees, shall not accrue leave, retirement, insurance, bonding or use of city vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

It is agreed that Attorney shall have the full power to continue its other normal business activities and to employ and discharge its employees or associates as it may find desirable and the City shall in no way interfere except as expressly provided herein to the contrary.

6. SUBCONTRACTING. Attorney shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior approval of the Mayor. Attorney may with the prior approval of the Mayor, sub-contract portions of the services to be performed under this Agreement to lawyers located in Doña Ana County so as to provide more economical services on particular matters requiring City legal representation. In these cases, such designated lawyers will bill the City directly with a copy to the Attorney who prior to payment will review it and note agreement or disagreement with the reasonableness of the charges.

7. PAYMENT. Upon final payment of the amounts due under this Agreement, Attorney releases the City, its officers, agents and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Attorney agrees not to purport to bind or attempt to bind, or bind the City to any obligation not assumed herein unless Attorney has prior express written authority to do so from the City, and then only within the limits of that authority.

8. CONFLICTS OF INTEREST. Attorney warrants that it has presently no conflict of interest, and shall not acquire any interest which would conflict with the performance of services required under this Agreement.

9. AMENDMENT. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the party against whom the change or amendment is sought to be enforced.

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

11. APPLICABLE LAW. This Agreement shall be governed by and interpreted under and pursuant to the Laws of the State of New Mexico.

12. EQUAL OPPORTUNITY COMPLIANCE. The Attorney must abide by all federal and state laws and regulations, including 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 such laws, regulations, and executive orders are applicable to the agreement. The Attorney represents that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap will be excluded from employment with Attorney or be denied the benefits of, or be otherwise subjected to discrimination by the Attorney in performing services for the City. If the Attorney is found not to be in compliance with such requirements in connection with the agreement, the Attorney will be required to take appropriate steps to correct any and all deficiencies.

13. TERM AND TERMINATION. The term of this Agreement shall begin the 1st day of February, 2009, and end on the 1st day of February, 2013. Provided, however, this Agreement shall continue in full force and effect from year to year thereafter unless either party to this Agreement notifies the other, in writing, within the time period provided in the next sentence, that the party desires to terminate this Agreement. Such written notice of termination shall be made to the other party at any time between March 15th and April 15th of the year such party desires termination. In the event of such a termination notice, this Agreement shall terminate on July 1st following such notice. If notice of termination as provided herein is not given, this Agreement shall continue in full force and effect until subsequently terminated pursuant to this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first written above.

Honorable Martin Resendiz
Mayor, City of Sunland Park

ATTEST:

Elizabeth Gamez, City Clerk

COPPLER LAW FIRM, P.C.

By: _____
Frank R. Coppler

T:\FRC\MISC\4077.Coppler-SunlandParkContract.2-19-10 (JPR10)Y

CITY OF SUNLAND PARK
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the 30th day of January, 2009, by and between the CITY OF SUNLAND PARK, hereinafter referred to as the "City", and the Coppler Law Firm, P.C., hereinafter referred to as the "Attorney".

WHEREAS, Attorney has agreed to provide the services, and

WHEREAS, the City desires to engage Attorney to render the services in connection therewith.

IT IS THEREFORE HEREBY AGREED by and between the parties to this Agreement, that:

1. **SCOPE OF WORK.** Attorney shall, in a competent and professional manner, provide legal representation before Courts, Boards and Commissions, legal advice and legal services to the City, its officers, agents and employees which shall consist of all of those services that are normally provided in terms of service as a City Attorney. Attorney shall attend City Council, Board or Commission meetings on an "as requested by the Mayor" basis. The legal services required include: providing legal advice and counsel to the City, preparation of contracts, ordinances and Resolutions; legal advice and drafting of documents relating to land ownership and land use issues, including but not limited to deeds, grants of easement, right-of-way agreements, and similar documents; lobbying on specified issues before the New Mexico legislature and other public officials, as instructed by the Mayor; legal advice and assistance on any other matters that may come before the Council, including but not limited to personnel matters, contract disputes, intergovernmental cooperation and related agreements,

Municipal utility law and policy, and public finance; addressing any legal matter that comes before the City or its City Council; reviewing contracts and agreements; advice and assistance on procurement matters; litigation in the courts of New Mexico and the United States; representation of the City in administrative proceedings before administrative agencies; attendance at meetings of the City Council, City Boards or Commissions as requested by the Mayor. Attorney shall be municipal bond counsel and shall receive fees for such work out of bond issue proceeds.

2. COMPENSATION TO ATTORNEY. For and in consideration of the services to be rendered by Attorney to the City pursuant to this Agreement, the City agrees to pay the Attorney at the rate of \$140.00 per hour, plus the applicable gross receipts taxes, long distance toll charges, facsimile charges, mileage and expenses, copying, deposition and filing fees and such payment to be made (placed in 1st class mail) to Attorney, on or before the 10th day of each month, following the month in which the services are rendered. A late fee of 1% per month shall be assessed.

3. INSURANCE. Attorney shall maintain and keep in effect professional attorneys malpractice insurance in a form and amount acceptable to the City, and on request, shall provide a copy to the City.

4. STATUS OF CONTRACTOR. Attorney, their agents, officers and employees, are independent contractors, performing services for the City, and are not employees of the City. Attorney, their agents, officers and employees, shall not accrue leave, retirement, insurance, bonding or use of city vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

It is agreed that Attorney shall have the full power to continue its other normal business activities and to employ and discharge its employees or associates as it may find desirable and the City shall in no way interfere except as expressly provided herein to the contrary.

5. SUBCONTRACTING. Attorney shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior approval of the Mayor. Attorney may with the prior approval of the Mayor, sub-contract portions of the services to be performed under this Agreement to lawyers located in Doña Aña County so as to provide more economical services on particular matters requiring City legal representation. In these cases, such designated lawyers will bill the City directly with a copy to the Attorney who prior to payment will review it and note agreement or disagreement with the reasonableness of the charges.

6. PAYMENT. Upon final payment of the amounts due under this Agreement, Attorney releases the City, its officers, agents and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Attorney agrees not to purport to bind or attempt to bind, or bind the City to any obligation not assumed herein unless Attorney has prior express written authority to do so from the City, and then only within the limits of that authority.

7. CONFLICTS OF INTEREST. Attorney warrants that it has presently no conflict of interest, and shall not acquire any interest which would conflict with the performance of services required under this Agreement.

8. AMENDMENT. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the party against whom the change or amendment is sought to be enforced.


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

10. APPLICABLE LAW. This Agreement shall be governed by and interpreted under and pursuant to the Laws of the State of New Mexico.

11. EQUAL OPPORTUNITY COMPLIANCE. The Attorney must abide by all federal and state laws and regulations, including 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 such laws, regulations, and executive orders are applicable to the agreement. The Attorney represents that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap will be excluded from employment with Attorney or be denied the benefits of, or be otherwise subjected to discrimination by the Attorney in performing services for the City. If the Attorney is found not to be in compliance with such requirements in connection with the agreement, the Attorney will be required to take appropriate steps to correct any and all deficiencies.

12. TERM AND TERMINATION. The term of this Agreement shall begin the 1st day of February, 2009, and end on the 1st day of February, 2013. Provided, however, this Agreement shall continue in full force and effect from year to year thereafter unless either party to this Agreement notifies the other, in writing, within the time period provided in the next sentence, that the party desires to terminate this Agreement. Such written notice of termination shall be made to the other party at any time between March 15th and April 15th of the year such party desires termination. In the event of such a termination notice, this Agreement shall terminate on July 1st following such notice. If notice of termination as provided herein is not given, this Agreement shall continue in full force and effect until subsequently terminated pursuant to this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first written above.



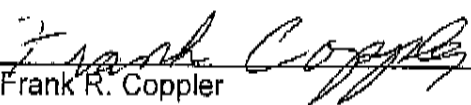
 Honorable Martin Resendiz
 Mayor, City of Sunland Park

ATTEST:



 Elizabeth Gamez, City Clerk

COPPLER LAW FIRM, P.C.

By: 

 Frank R. Coppler

T:\FRC\MISC\CITYOFSUNLANDPARK-CONTRACT (JPR09)

REQUEST FOR PROPOSALS
FOR CITY ATTORNEY
FOR
CITY OF SUNLAND PARK
1000 McNUTT ROAD, SUITE A
SUNLAND PARK, NEW MEXICO 88063

MARTIN RESENDIZ
MAYOR

ISSUE DATE:

MARCH 1, 2010

NOTICE

The New Mexico Procurement Code Sections 13-1-28 through 13-1-99 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.

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CITY OF SUNLAND PARK

1. PURPOSE

The City of Sunland Park is a public entity created pursuant to the Municipal Code. It is charged with providing municipal services to the citizens of Sunland Park.

The purpose of this procurement is to select a City Attorney to represent the City corporate entity.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
Release of RFP	_____, 2010
Submission of Proposals	_____, 2010
Finalists Interviews	_____, 2010
Award of Contract by City Council	_____, 2010
Contract Effective Date	_____, 2010

The selection date is subject to extension at the discretion of the Mayor. The effective date of the contract is tentative and depends on the selection date and the time required for contract negotiation, approval and execution.

The events identified in the schedule above are briefly described below.

a. Release of RFP

Notice of this RFP will be published in one newspaper of general circulation. The RFP will be mailed to firms and individuals registered with the City for the type of service being requested by the City and to those requesting copies.

Copies of the RFP may be requested from and direct questions about this RFP may be asked of the City Clerk at (505) _____.

b. Submission of Proposals

Ten originals of the proposal and supporting documentation shall be submitted to the City. Proposals must be signed, and the individual

signing must have authority to bind the proposer to the terms of the proposal.

The deadline for receipt of proposals by the City is no later than 4:00 p.m. on _____ 2010.

All proposals shall be submitted in sealed envelopes marked "PROPOSAL FOR CITY ATTORNEY TO THE CITY OF SUNLAND PARK."

All proposals timely received shall remain sealed and unopened until the specified deadline. All proposals will be opened at 4:00 p.m. in the presence of the City staff. Proposals will not be opened publicly and will not be read aloud. Persons submitting proposals may attend and will if they request, receive a list of proposers. There will be no discussion of the proposals at that time.

All proposals must be addressed to:

Martin Resendiz, Mayor
City of Sunland Park
1000 McNutt Road, Suite A
Sunland Park, New Mexico 88063

A proposal may be modified by a bidder prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal For City Attorney To The City of Sunland Park."

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice to the person listed above.

Any proposal or modification received after the deadline for submission of proposals will not be considered.

c. **Evaluation of Proposals**

Proposals will be evaluated by the Mayor, using the criteria listed on page 7, Section 7 of this RFP. During the evaluation process, the Mayor may seek clarification from proposers.

d. **Contract Approval**

The contract will not be effective until it is recommended by the Mayor and approved by the City Council.

3. CITY AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be mailed to all firms and individuals who received the RFP. Amendments shall be distributed with sufficient time to allow proposers to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended for proposers' consideration of the amendment.

The written acknowledgement forms mailed with the amendment shall be completed by the proposer and submitted to the City Clerk as soon as possible after receipt of amendment as evidence of receipt of the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The Mayor reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the City to do so. The City shall not be responsible for the payment of any costs incurred by any proposer in the preparation or submission of the proposal.

The issuance of this RFP, the receipt of proposals or the selection of a firm or individual in no manner obligates the City. At the discretion of the Mayor, she may terminate the process without penalty or obligation any time prior to the signing of a written contract. The Mayor reserves the right to request "best and final" offers after submission of offerers' proposal. The Mayor further reserves the right to negotiate with the finalists other factors, prior to the awarding of the contract.

5. PROPOSAL FORMAT

Proposers shall organize their proposals as follows:

a. Letter of Transmittal

Include at least the following information:

- (1) Name, address and telephone number of bidder;
- (2) A signature of the proposer or of any officer or employee who certifies that he or she has the authority to bind the proposer;
- (3) Date of proposal;

- (4) A statement that the proposer, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP and all regulations pertaining to contracting with the City.
- (5) A statement that the proposers' proposal is valid for sixty (60) days after the deadline for submission of proposals.

b. Cost Proposal

For each category of personnel, indicate the hourly rate to be charged. Also, indicate specific information on billing for travel (including hourly rate for personnel and mileage rate), photocopying, and any and all expenses that will be charged to the City. Specify whether amounts quoted include gross receipts tax. (Note: any contract which is awarded will contain a total contract amount plus applicable charges and applicable gross receipts taxes).

c. Related Experience and Qualifications of Personnel Assigned to Provide Services

Identify the individuals who will be assigned to work on the contract and the nature of the services each will perform. Provide resumes or other background information for each of the individuals as it pertains to the scope of work.

6. SCOPE OF WORK

The City seeks attorneys to perform City Attorney services for the City. The contractor will be expected to provide general legal services including, but not limited to, the following functions:

- a. Legal advice and counsel to the City;
- b. Preparation of Contracts, Ordinances and Resolutions;
- c. Addressing any legal matter that comes before the City or its City Council;
- d. Reviewing contracts and agreements;
- e. Advising on personnel matters;
- f. Advice and assistance on procurement matters;
- g. Litigation in the courts of New Mexico and the United States;

- h. Representation of the City in administrative proceedings before administrative agencies;
- i. Attendance at meetings of the City Council and lobbying on legislative matters as requested by the Mayor;
- j. Municipal Court prosecution and appeals to District Court.

The successful Offeror should have a detailed knowledge and understanding of the New Mexico Municipal Code, the New Mexico Procurement Code, the Inspection of Public Records Act, the Open Meetings Act and the Audit Act.

Offeror must also possess all necessary licenses to provide representation of the City before New Mexico State and Federal courts and be in good standing with the State Bar Association.

7. EVALUATION FACTORS

This procurement will be awarded to the responsible Offeror whose offer is deemed most advantageous to the City, taking into consideration the minimum qualifications set forth above, and the following weighted evaluation factor.

The weight to be given to each of the evaluation factors is set forth in the following paragraphs. **COST IS A SIGNIFICANT FACTOR, BUT THE INCLUSION OF COST AS A FACTOR DOES NOT REQUIRE THE CITY TO SELECT THE LOWEST COST PROPOSAL.**

Demonstrated knowledge and experience in the practice of law related to local municipal governmental entities in New Mexico.	
Demonstrated knowledge and experience in the practice of law related to the operations of municipal government and municipal financing.	
Demonstrated knowledge and experience in the practice of law related to New Mexico water rights, including, in particular, practice in proceedings before the State Engineer Office and appeals from such proceedings.	
Experience and demonstrated ability as a lobbyist at the New Mexico State Legislature	
Understanding of political and governmental issues related to water supply and development in Rio Arriba-Santa Fe Counties	
Cost	
TOTAL WEIGHT IN POINTS	100 PTS.

8. CONTRACT TERMS AND CONDITIONS

The contract between the City and the successful proposer shall contain substantially the following terms and conditions. In their letter of transmittal, proposers shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which they do not agree.

a. Scope of Work

This portion of the contract will be drafted following selection of a firm or individual to perform the services. It will incorporate the scope of work in this RFP.

b. Compensation

The total compensation shall not exceed the limit specified in the contract. New Mexico gross receipts taxes shall be calculated and paid in addition. The hourly rate and payment of expenses shall be spelled out in the contract.

c. Term

The term of the contract shall not exceed four (4) continuous years. In the event that a multi-year contract is awarded, it is subject to renewal on an annual basis.

d. Termination

The contract may be terminated by either of the parties thereto, upon written notice delivered to the other party. The contractor agrees to give written notice of termination at least sixty (60) days prior to the intended date of the termination. The City shall give the contractor written notice at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

e. Status of Contractor

The contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City (if any) by virtue of the contract. The

contractor shall adhere to all regulations that are applicable to agents contracting with the City.

f. Assignment

The contractor shall not assign or transfer any interest in the contract or assign any claims for money due, or to become due under the contract, without prior written approval of the City.

g. Subcontracting

The contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of the City.

h. Records and Audit

The contractor shall maintain and submit detailed time records which indicate the date, time, nature of services rendered and the name of the individual rendering the services. These records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under the contract shall not foreclose the right of the City to recover excessive and/or illegal payments.

i. Release

The contractor shall, upon final payment of the amount due under the contract, release the officers and employees and the City from all liabilities, claims and obligations whatsoever, arising from or under the contract. The contractor agrees not to purport to bind the City to any obligation not assumed in the contract by the City, unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

j. Confidentiality

Any information provided to or developed by the contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization without prior written approval of the City.

k. Product of Service; Copyright

Nothing produced in whole or in part by the contractor under the contract shall be subject of an application for copyright by or on behalf of the contractor.

l. Conflict of Interest

The contractor shall warrant that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor shall disclose to the City for its consideration any conflict that may arise.

m. Amendment

The contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

n. Merger

The contract shall incorporate all of the agreements, covenants and understanding between parties thereto, concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in the contract.

o. Applicable Law

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

p. Waiver

The contract shall contain a provision that states that no waiver of any breach of the 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, alleged or binding, unless the same shall be in writing and signed by the party alleged to have granted the waiver.

q. Malpractice Insurance

Contractor agrees to maintain legal malpractice insurance providing coverage in an amount no less than \$1,000,000 per incident. Proof of insurance may be requested by the City.

r. Notice

The Procurement Code, Sections 13-1-28 to 13-1-199 NMSA 1978, imposes civil and criminal penalties for violations of it. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes,

gratuities and kickbacks. The contractor shall submit a campaign disclosure report prior to entry into any contract with the City.

s. Equal Opportunity Compliance

The contractor shall agree to abide by all Federal and State laws pertaining to equal employment opportunity. In accordance with all such laws, the contractor shall agree 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 the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If contractor is found not to be in compliance with these requirements during the life of this Agreement, the contractor shall agree to take appropriate steps to correct these deficiencies.

A potential contractor or the contractor agrees to comply with state laws and rules pertaining to Workman' Compensation Insurance Coverage for its employees. If the contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

t. Workers Compensation Insurance

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u. Campaign Contribution Disclosure Form

Contractor agrees to complete and file a Campaign Contribution Disclosure Form attached hereto.

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