**Sherry Perez** 

Clerk - PO Box 197 (575) 533-6400

**Rick Barnes** 

Treasurer - PO Box 407 (575) 533-6384

Lillie Laney

Assessor - PO Box 416 (575) 533-6577

**Keith Hughes** 

Sheriff - PO Box 467 (575) 533-6222

Lucinda Howell

Probate Judge



100 Main St. Reserve, New Mexico 87830

**Buster F. Green** Commissioner District No. 1

Audrey H. McQueen

Commissioner District No. 2

**Haydn Forward** 

Commissioner District No. 3

**Commission Office** 

PO Box 507 - (575) 533-6423 FAX (575) 533-6433

**Deborah Mahler** 

Interim- County Manager

May 13, 2025

RFP 05-07-2025 Legal Services INTRODUCTION PURPOSE OF THIS REQUEST FOR PROPOSALS The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to contract for legal services for the County Livestock Loss Authority (CLLA).

SUMMARY SCOPE OF WORK FOR LEGAL REPESENTATION OF CLLA.

The scope of work is for Legal Services and shall consist of the following:

- Provide day to day legal services to the CLLA.
- Attend CLLA Meetings and Administrative Hearings on request or as needed.
- Advise CLLA on all matters including Policies and Procedures, Open Meetings, Inspections of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Draft and review Notices of Contemplated Actions.
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements as requested by CLLA as needed.
- Provide written legal opinions and advise CLLA on methods to avoid litigation.
- Advise CLLA staff of new laws, mandatory legislative requirements, or other regulations when such changes occur.

## PROCUREMENT MANAGER

Name:

The CLLA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Deborah Mahler, CLLA Administrator P.O. Box 507 1 C Foster Ln Reserve NM. 87830

deborah.mahler@catroncountynm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may ONLY contact the Procurement Manager regarding this procurement.

## **PROPOSAL DELIVERY**

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name: Deborah Mahler, CLLA Administrator

Reference RFP Name: RFP 05-02-2025 Legal Services

Address: 1C Foster Ln, Reserve, NM 87830

Proposal response shall be deemed sufficient if Offeror submits a completed Proposal Inquiry Sheet contained in the RFP below.

## CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the conditions governing this procurement.

RFP Response Content:

Establish a Price Agreement for Legal Services. Prices shall include hourly rates for the bidding attorney(s) and any associates and legal clerical personnel. The term of this Price Agreement shall be for one (1) year from the date of the award with the option to extend for a period of one (1) additional year, on a year-to-year basis, by mutual agreement of all parties at the same price, terms and conditions. This Price Agreement shall not exceed two (2) years. Offerors shall provide qualifications and documentation of experience commensurate with the expected scope of work.

## **Contract Conditions:**

Contractor shall indemnify and hold harmless the CLLA, its officers, and employees, against all liability, claims, damages, losses, or expenses arising out of, caused by, or resulting from, Contractor's and/or its employees, own negligent acts, errors, or omissions while Contractor, and/or its employees perform or fail to perform its obligation and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et. Seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto. The prices quoted in the Price Agreement represent the total compensation to be paid by CLLA for the services provided.

Tax Note:

Price shall not include state gross receipts of local tax.

Insurance Requirements: Public Liability Insurance:

Bodily Injury Liability: \$1,000,000.00 each occurrence Property Damage Liability: \$1,000,000.00 each occurrence.

Errors and Omissions Liability Insurance: \$1,000,000 each occurrence

The Contractor being awarded the Contract/Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The successful Contractor will be required to submit a policy of liability insurance naming the CLLA as a named insured upon Contract Award.

The Contractor shall be considered an independent Contractor and not an employee of the CLLA. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the CLLA.

All payments to Contractor shall be made based on the actual number of hours spent in legal services.

**Proposal Submission Instructions:** 

Submission Process Only: Contact Deborah Mahler, CLLA Administrator, if you have any questions or concerns.

To submit a Proposal, Offeror's must submit a completed RFP with hourly rates and a summary of qualifications and experience.

ALL PROPOSALS MUST BE RETURNED TO CLLA ON THE DUE DATE LISTED IN THE REQUEST FOR PROPOSALS. ALL LATE PROPOSALS WILL BE REJECTED.