

City of Farmington  
Professional Legal Services  
RFP #26-168016

- I. **Purpose:** Proposals are requested from qualified Offerors to provide professional legal services as counsel to assist the City Attorney and designated officers with various projects that may be assigned periodically. **If your firm has been awarded RFP 25-161884, your contract is still active, and you do not need to respond to this RFP.**
- II. **Submittal Instructions and Preliminary Procurement Schedule:** Proposals must only be submitted using the City's online bidding system, [IonWave](https://ionwave.com). Mailed, emailed, or faxed proposals will not be accepted and will be returned unopened. Offeror must provide all requested information by completing the online submittal process and attaching the requested documentation at <https://fmrn-ebidding.ionwave.net>.

It is the City's intent to adhere to the schedule as set at the publication of this RFP. However, the City reserves the right to modify said schedule.

Preliminary Procurement Schedule:

| Activity                                                                           | Date                                                |
|------------------------------------------------------------------------------------|-----------------------------------------------------|
| Issue RFP                                                                          | June 12, 2026                                       |
| Deadline to Submit Questions                                                       | June 26, 2026 @ 4 PM                                |
| Response to Written Questions/Amendment                                            | June 30, 2026                                       |
| Proposal Due Date                                                                  | July 7, 2026 @ 2 PM                                 |
| Presentations/Interviews (if required)                                             | Tentatively<br>Week of July 13 <sup>th</sup> , 2026 |
| Recommendation to the City Council of the top-evaluated firm to begin negotiations | Tentatively<br>July 21, 2026                        |
| Final Award by City Council                                                        | Tentatively August 11, 2026                         |
| Notice to Proceed Date                                                             | Tentatively September 1, 2026                       |

III. **General Conditions:**

A. Laws and Regulations

This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Farmington.

- B. Proposals must include, but are not limited to, the requirements set forth in RFP. Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals.

- C. The opening of sealed proposals must be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.
- D. The City will assign an evaluation committee to evaluate all proposals, determine the need for presentations/interviews, and participate in negotiations. The evaluation committee will make a final recommendation to the City Council for award of the agreement or contract.
- E. The agreement or contract award must be made to the most qualified, responsible Offeror or Offerors whose proposal is most advantageous to the City of Farmington, considering factors set forth in the RFP. The selection of the top evaluated firm must be made based upon the criteria outlined in the RFP and does include price.
- F. Until the final award by the Farmington City Council, the City reserves the right to reject any and/or all submittals, waive technicalities, re-advertise, or to otherwise proceed when the best interest of the City will be realized.
- G. Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

#### **IV. Instructions to Offerors:**

##### **A. Intent**

1. It is the intent of the City to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. The City will negotiate with the Offeror(s) deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.

##### **B. Information Provided by the City**

1. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.
2. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror must immediately notify the City's designated representative. Each Offeror requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

C. Until the final award by the Farmington City Council, the City reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

D. Signing of Proposals and Authorization to Negotiate

1. The original proposal must be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP.

E. Period of Acceptance

2. All proposals must remain valid for a minimum period of ninety (90) calendar days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.
3. The City reserves the right to seek clarification from the Offeror at any time during the selection process. The City also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the City after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.

F. Binding Offers

1. All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals, prior to award, for the purpose of obtaining best and final offers.

G. Subcontracts and Other Contractual Arrangements

1. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the City for all contractual obligations.
2. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.

#### H. Independence of the Offeror

1. The employees, officers, and agents of the Offeror are not, nor must they be deemed for any purpose, employees or agents of the City, nor must they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

#### I. Confidentiality

1. It is understood by the Seller or Offeror and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records, Section 14-2-1 through 14-2-12 NMSA 1978 and the New Mexico Public Records Act, Chapter 14, Article 3 NMSA 1978. In the event Seller or Offeror has responded to a City Request For Bid (RFB) or a City Request For Proposal (RFP) or a City Request for Qualifications-based Proposal (RFQP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," City agrees to notify Seller of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides City with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and must bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.
2. Confidential data are 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.

#### J. Prohibited Contacts

1. The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the City Council, City staff or the City consultants on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal.

#### K. Bribery and Kickbacks

1. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

#### L. Protest Deadline

1. Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period for responsive Offerors must begin on the day following the City's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Chief Procurement Officer  
Central Purchasing Division  
City of Farmington  
800 Municipal Drive (Mailing Address) OR  
805 Municipal Drive (Physical Location)  
Farmington, NM 87401-2663

#### M. Agreement

1. The subsequent agreement is considered a contract hourly price (hereinafter called the "base selling price"). The fee proposed must remain firm and must include all charges that may be incurred in fulfilling the terms of the agreement for the first year of the contract term.
2. This RFP is subject to the Purchase Order "Terms and Conditions".  
<https://www.farmingtonnm.gov/DocumentCenter/View/5096/Purchase-Order-Terms-and-Conditions-PDF?bidId=>, Proposal Requirements, Scope of Work and any subsequent contract or agreement.
3. Pricing shall remain firm for one (1) year from the date the contract is executed.
  - a. Price adjustment requests shall be submitted in writing no less than 30 days prior to the contract renewal date and include supporting documentation for the request. Allow 30 days after approval for price adjustments to take effect.
  - b. Price adjustment requests may be adjusted annually for each contract year starting with the contract anniversary, provided a written request and

supporting documentation has been received and approved by the City Central Purchasing Office.

- c. Any price adjustment requests shall become effective after Offeror's written request and supporting documentation has been received, accepted and approved by the City Central Purchasing Office. Documentation requests means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract pricing. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified.
- d. The City reserves the right to accept or reject any price adjustment requests. The City Central Purchasing Office will determine whether the requested price increase or an alternate option, is in the best interest of the City.
- e. Such requested price adjustments shall become effective only upon approval by the City Central Purchasing Office.
- f. The City reserves the right to cancel a contract resulting from any price adjustment request and re-solicit.
- g. The City reserves the right to utilize any market research, such as the Bureau of Labor Statistics (BLS) and/or Producers Price Index (PPI)/Consumer Price Index (CPI) or any other similar indexes. Quotes from outside sources may also be obtained to compare pricing.
- h. No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

#### N. Contract Completion

This Agreement shall remain in full force and effect for one (1) year, unless terminated earlier as provided herein. This agreement shall automatically renew from year to year, subject to the appropriation of funds by the City Council if applicable, until July 1, 2029, unless terminated as provided herein.

The project completion date shall be included in each project task order. Any alterations in the completion date shall be agreed to in writing by the City and the Offeror.

#### O. Conflict of Interest

- 1. Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

2. Offeror must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Central Purchasing Division has a financial interest in the Offeror. The Offeror must specify the employee(s) name in their proposal if an interest exists.
3. If federal funding is utilized for this purchase, the Purchasing Division will notify the using department of the conflict. The using department will notify the funding agency of the conflict.

P. Debarment, Suspension, and Ineligibility

1. By submitting a response to this solicitation (RFQP, Bid, RFP) the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.

Q. Contents of Proposal

1. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the proposed agreement with the City or to which the Offeror intends to assign material responsibilities under any such agreement.

R. Taxes

1. The Proposal total must exclude all applicable taxes including applicable New Mexico Gross Receipts Tax or applicable local option tax. The City will pay the successful Offeror for any taxes due on the agreement or contract and will pay any increase in applicable taxes which become effective after the date the agreement or contract is entered into in addition to the Proposal total amount. Taxes must be shown as a separate line item and separate amount on the invoice.

S. Application of Preferences

1. Offeror must include any resident preference certificates for themselves and for any subcontractors listed in the proposal.
  - a) Pursuant to Section 13-1-21(E), NMSA 1978, When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body must award additional points equivalent to:
    - i. Eight percent of the total possible points to a resident business or Native American resident business; or
    - ii. Ten percent of the total possible points to a resident veterans' business or Native American resident business that has annual gross

revenues of up to six million dollars (\$6,000,000) in the preceding tax year.

- b) Pursuant to Section 13-1-21(F), NMSA 1978, When a joint bid or joint proposal is submitted by a combination of resident veteran, Native American resident veteran, resident, Native American resident or nonresident businesses, the preference provided pursuant to Subsection B, C, D or E of the statute must be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

- i. Offeror will complete the following table if submitting a joint proposal:

| Firm Name, Location<br>Of Resident Businesses        | Work to be<br>Performed | % of Work<br>Performed<br>Compared to<br>Contract Cost |
|------------------------------------------------------|-------------------------|--------------------------------------------------------|
| Firm Name, Location<br>Of Non-Resident<br>Businesses |                         |                                                        |

Points must be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business:

$$35\% \text{ of } 8 \text{ points} = 2.8 \text{ points}$$

- c) In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2022, a resident, Native American resident, resident veteran's, Native American resident veteran business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
- d) In accordance with Section 13-4-2 NMSA 1978, a business or contractor must submit with its bid or proposal a copy of a valid resident business, Native American resident business, resident veteran business, Native American resident veteran business, resident contractor certificate, Native American resident veteran, resident veteran contractor certificate issued by the taxation and revenue department.
- e) In accordance with Section 13-1-21 (J) NMSA application of preferences must not apply if the expenditure includes federal funds.

T. Presentation/Interview Agenda – if required

1. The Offeror must be prepared to respond to requests by the City for personal presentations/interviews if necessary to assist in the evaluation process. All expenses associated with this process will be borne by the Offeror.
2. If required, a presentation/interview notice and schedule will be provided to the top evaluated firms

#### U. Evaluation Criteria

1. Summary: The City will receive proposals from firms having specific experience, resources and qualifications in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.

A Selection Committee will review and evaluate all proposals and may require oral presentations/interviews if necessary. The Selection Committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided.

The City's Central Purchasing department has the option to initiate discussions with Offerors who submit responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions MUST NOT be initiated by the Offerors.

#### 2. Evaluation Criteria

##### Category 1 – Qualifications and Experience – 40 Points

- Background and qualifications
- Experience and Familiarity with COF Organization, Ordinances, Policies, and Practices
- References
- Resumes

##### Category 2 – Methodology and Proposed Approach – 40 Points

- Ability of the Attorney(s) in Specified Areas of Law Noted in the scope
- Ability of the Attorney(s)

### Category 3 – Proposed Price – 20 Points

- Complete Proposal Pricing Form included as Exhibit A

The Offeror with the lowest cost will receive a total of 20 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$ )}}{\text{Higher Offer (\$ )}} \times 20 = \frac{\text{Points}}{\text{Price Evaluation}}$$

8 to 10                      State of New Mexico Preferences  
Points

## **V. Scope of Services**

### **A. Overview:**

Proposals are hereby requested from qualified Offerors to provide professional legal services as counsel to assist the City Attorney and designated officers with various projects that may be assigned from time to time. The City reserves the right to award one or more contracts in each area of expertise.

### **B. Minimum Requirements:**

The Offeror will be required to provide Case Management Plan updates on a quarterly basis. If no changes have taken place during the quarter, an email to the case manager is sufficient. The City may request other written reports on the status of pending cases and other matters. The Offeror will be required to respond to the City's auditor during each annual audit process. This response will be provided by the Offeror at no charge.

The Offeror shall address and designate which of the following area(s) of expertise, experience, and interest the attorney or law firm is proposing to provide:

#### **a. General and Auto Liability –**

Defense of the City and its employees or agents in cases brought under the New Mexico Tort Claims Act or similar laws. This includes cases alleging negligence in the operation and maintenance of motor vehicles, streets, water and wastewater utilities, stormwater drainage, parks, buildings, etc.

#### **b. Public Official Liability –**

Representation of the City and its officials, officers, and employees in matters involving alleged violations of state and federal civil rights laws in the course of performing their job duties.

#### **c. Police Liability –**

Defense of the City and its employees or agents in cases involving allegations of negligent or wrongful conduct involving police activities.

#### **d. Personnel and Labor –**

Representation of the City and its employees in matters involving the hiring, discipline, termination or other actions taken as an employer, including wrongful termination, sexual harassment, equal employment opportunity, wage and hour, and similar issues. Also includes representation of the City management in collective bargaining or other labor/management issues.

- e. Electric Utility (State Issues) –  
Representation of the City's municipal electric utility, the Farmington Electric Utility System, primarily in regard to state and other utility issues.
- f. Electric Utility (Federal Issues) –  
Representation of the City in matters before or relating to the Federal Energy Regulatory Commission (FERC) and in regard to other regulatory issues and matters.
- g. Water Rights –  
Advice and representation regarding the acquisition and protection of the City's water rights.
- h. Eminent Domain –  
Representation of the City in condemnation actions under New Mexico's eminent domain laws, and in conjunction with legal issues related to the acquisition of real property for municipal purposes.
- i. Environmental Law –  
Advice and representation in regard to state and federal laws protecting the environment.
- j. Land Use Law –  
Representation in cases involving land use issues-planning and platting, zoning, building codes, etc.
- k. Workers Compensation –  
Representation of the City as employer in matters concerning workers compensation; defense of claims; advise City officials as to matters pertaining to its obligations under the New Mexico Workers Compensation statutes.
- l. Employee Benefits –  
Advise the City as to federal and state law regarding employee health insurance and other benefits.
- m. Bond Disclosure and Financial Counsel –  
Advise the City on New Mexico bond law including but not limited to: general obligation bonds, revenue bonds, utility bonds, special assessment and improvement districts; Federal and State Securities laws and regulations which relate to municipal bonds, municipal bond marketing and disclosure requirements; Federal and state tax laws which affect New Mexico municipalities and their bonds and obligations including, but not limited to taxes such as income, gross receipts, and excise taxes which are pledged to secure payment of municipal bond and undertakings; Industrial Revenue Bonds, Pollution Control

Revenue Bonds and other conduit financing; Municipal liens and finances, debt limitations and constitutional constraints upon municipal spending and financing; and Municipal utility law including electric, water and sewer utilities.

All Offerors shall perform the following task(s) and provide the following deliverables:

- a. Offeror shall respond to the City's auditor during each annual audit process. This response shall be provided by the Offeror at no charge to the City.
- b. Offeror shall copy the Claims Manager, Department Director, or other City personnel as directed on all emails, letters, court notifications, filings and documents for each lawsuit.
- c. Offeror shall obtain Department Director, Claims Manager, or City Attorney approval for expenditures such as retention of expert witnesses, out of the ordinary lawsuit expenses, and permission to research, write, and file motions.
- d. Offeror shall make presentation to Farmington City Council when requested settlement exceeds \$50,000.00.
- e. When the lawsuit is complete, the Offeror shall return to City authorized representative, all original lawsuit and release documents that were not previously provided to the City.

In addition, Offerors defending the City of Farmington lawsuits shall perform the following task(s) and provide the following deliverables:

- a. Offeror shall provide Case Management Plan updates on a quarterly basis. If no changes have taken place during the quarter, an email to the case manager is sufficient.
- b. Offeror shall add Claims Manager to Federal District Court email listing when jurisdiction is Federal Court.
- c. Offeror shall add the excess insurance carrier claim representative to distribution list for copies of emails, letters, court notification, filings and documents when directed by City personnel.
- d. Offeror shall prepare case evaluations for scheduled settlement conferences or mediations.

City shall perform the following tasks:

- a. City shall provide a room for depositions at a City facility free of charge when depositions are held in Farmington.
- b. The Claims Manager, with the help of applicable City personnel, will obtain and coordinate responses to discovery requests.
- c. City personnel will assist the Offeror in completing tasks that save defense costs for the City.

Offeror shall submit a **Detailed** Invoice, referencing this Agreement number and Purchase Order number, together with such documentation as City may require, via email to the Department designee or designees to which the Offeror is providing legal services. Said email address should be obtained by the Offeror from the requestor of services.

A **Summary** invoice shall be sent to the Attention of Accounts Payable:

Address: City of Farmington  
800 Municipal Drive  
Farmington, New Mexico 87401

Offeror shall maintain complete and accurate records concerning the Services and all related transactions for at least three (3) years from the date of final payment for the Services. At any time but not later than three (3) years after final payment under this Agreement, City may make such audit of the invoices and substantiating material (including time records) as deemed necessary by City. Each payment made shall be subject to reduction and refund to City, or offset on future payments due Offeror, to the extent of amounts which are found by City not to have been properly payable or to have been overpaid, and shall also be subject to increase and payment to Offeror for underpayments to the extent of any amounts which are found by City to have been underpaid. Upon request by City, Offeror shall insert a clause containing all the provisions of this section in all subcontracts to permit City to make identical audits and inspections of the records of all subcontractors involved in performance of the Services.

The City will not pay for more than one person to travel or attend meetings or hearings on behalf of the City unless the Offeror has received the advance permission of the City. The City will not pay tax on travel expenditures that already include tax.

The successful Offeror should be prepared to commence work starting September 1, 2026.

**VI. Proposal Format:** Submit proposals in the format below for ease of review by the evaluation team.

**A. Category 1 – Qualifications and Experience**

**1. Background and qualifications**

- a. Offerors to provide a clear, concise description of the qualifications and resources of the Offeror (firm) in providing similar representation and services. Identify the depth of staffing, ability of Offeror to respond quickly to requests for services.
- b. Offerors must be licensed to practice law in the State of New Mexico pursuant to the requirements of any applicable laws and must be in good standing and have a good reputation for reliability, honesty, and integrity. Copies of licenses are to be submitted in the Requested Attachments tab of the solicitation.
- c. Offeror should provide excerpts from any standard publications which refer to the qualifications or standing of the firm or practitioner, such as a

listing in Martindale Hubbell, the bond buyer red book, and similar journals or publications.

2. Experience and Familiarity with COF Organization, Ordinances, Policies, and Practices
  - a. Provide a clear, concise description of Offeror's experience and familiarity of the Offer with the City of Farmington organization, ordinances, policies, and practices.
3. References (3 Minimum)
  - a. Must include name, title, company worked for, phone number, email address, and projects completed/services provided.
4. Resumes
  - a. Each key staff member resume shall include professional background, and current and past relevant experience with governmental agencies.
  - b. The attorney(s) named in the proposal submitted by the Offeror, shall remain responsible throughout the period of the resultant agreement. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City Attorney or designated representative.
  - c. Submit resumes of the principal lawyers or attorneys who will be providing the services contemplated to the City together with identification of the particular specialty or area of expertise of each such individual or the role of each such individual.

#### B. Category 2 – Methodology and Proposed Approach

1. Ability of the Attorney(s) in Specified Areas of Law noted in the scope
2. Ability of the Attorney(s) in the following:
  - a. Research capabilities; ability to draft legal opinions and give advice to the City on legal matters.
  - b. Dedications of blocks of time and continuous effort toward the cases and projects which may be assigned.
  - c. Experience and knowledge of rules of procedure, motion to practice, discovery practice, trial preparation, and trial techniques and practice.

#### C. Category 3 – Proposed Cost

1. Submit Exhibit A (Cost Proposal) in the Requested Attachments Tab.