

**REQUEST FOR PROPOSALS FOR LEGAL SERVICES**  
**(Experience in Board Governance, Business, Litigation, Labor, & Employment Law)**

RFP No.: 2010-02

Issue Date: March 12, 2010

**Sealed proposals will be received at the offices of Border Region Mental Health and Mental Retardation Community Center, hereinafter called "BRMHMR", located at 1500 Pappas Street, Laredo, Texas 78041 until 3:00 PM, (CST) \_\_April 9, 2010 for legal services.** This is a two-year contract with three one (1) year options. Proposals will be valid for one-hundred twenty (120) calendar days from the proposal due date.

Copies of this Request for Proposal (RFP) and information may be obtained from Jose L. Romero, Budget Officer/Contract Manager, at 1500 Pappas Street, Laredo, Texas 78041, (956) 794-3006 from issue date until March 26, 2010.

**PROPOSERS must submit inquiries in writing no later than 4:00 p.m. on Wednesday, March 31, 2010. (For further information refer to Section 3.0 of the Special Instructions).**

For the purposes of this procurement, the following documents are applicable:

- Request for Proposal,
- Instructions to Proposers,
- Proposal Submission Instructions,
- Scope of Work,
- Standard Service Terms and Conditions,
- Fee and Cost Proposal, and
- Disclosure of Interests Statement.

All Firms must submit a Proposal and Fee and Cost Schedule. **Failure to provide this information may deem your proposal to be non-responsive.**

## INSTRUCTIONS TO PROPOSERS

### 1. GENERAL.

The following instructions by BRMHMR are intended to afford proposers an equal opportunity to participate in BRMHMR's contracts.

### 2. EXPLANATIONS AND COMMUNICATIONS.

2.1 Any explanation desired by a bidder regarding the meaning or interpretation of these Instructions or any other bid documents must be requested in writing to BRMHMR's Contracts Department with sufficient time allowed for a reply to reach bidders before the submission of their bids.

2.2 Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.3 All communications regarding this solicitation - written, faxed, or e-mailed - need to be made directly to Maria Alonso-Sanchez or Jose Luis Romero. Any violation could be grounds for disqualification.

### 3. SPECIFICATIONS.

3.1 Proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk. Proposals which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

3.2 The apparent silence of the specifications as to any detail shall be regarded as meaning that only the best practice is to prevail. All interpretations of the specifications shall be made on the basis of this statement.

### 4. INFORMATION REQUIRED.

4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Fee and Cost Schedule and the proposal, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the BRMHMR.

4.2. All prices shall be entered on the Fee and Cost Schedule in ink or be

typewritten. Totals shall be entered in the Fee and Cost Schedule.

4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.

4.4. BRMHMR does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

5. SUBMISSION OF PROPOSALS.

5.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

**Border Region Mental Health and Mental Retardation Community Center**

Attn: Jose Luis Romero

**Contracts Department**

1500 Pappas Street

Laredo, Texas 78041

Proposal For: Legal Services (Board Governance, Business, Litigation, Labor & Employment Law)

Proposal Due Date: \_April 9, 2010, 3:00 PM

5.2. The Fee and Cost Schedule should be submitted in a separately sealed envelope along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by BRMHMR solely for the purpose of identifying the proposer for return of the proposal.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or telegraphic notice received by BRMHMR prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS.

All proposals shall be opened by BRMHMR as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for

Proposals shall not be released by BRMHMR during the proposal evaluation process or prior to Contract award. Proposers are advised that BRMHMR may be required to release proposal information, other than trade secrets, after Contract award.

8. EVALUATION FACTORS.

8.1 BRMHMR will award contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a fixed fee or cost reimbursement basis.

8.2 Pre-award inspection of the proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period of time; and have sufficient financial support, personnel, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "personnel" and "organization" as used herein shall be construed to mean a fully-staffed and well-established company in line with the best business practices in the industry as determined by BRMHMR. In making the award, BRMHMR may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience) with BRMHMR and other similar customers. A record of nonperformance or poor performance may disqualify a proposer from award.

9 ELIGIBILITY FOR AWARD.

9.1 In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and BRMHMR must be able to determine that the proposer is responsible to perform the Contract satisfactorily.

9.2 Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.

9.3 Responsible proposers at a minimum must:

9.3.1 Have adequate personnel as required during the performance of the Contract;

9.3.2 Have a satisfactory record of past performance;

9.3.3. Have necessary management and technical capability to perform;

9.3.4. Be qualified as an established firm regularly engaged in the practice of law to perform the Contract required by this Request for Proposals;

9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and

9.3.6 Certify that it is not on any local, state or federal list of ineligible contractors – signing and submitting the proposal is so certifying.

9.4 A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

10. RESERVATION OF RIGHTS.

BRMHMR expressly reserves the right to:

10.1. Reject or cancel any or all proposals;

10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;

10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;

10.4. Extend the proposal due date;

10.5. Reissue a Request for Proposals;

10.6. Accept only a portion of the legal services requested or procure any services by other means.

10.7. BRMHMR reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and

10.8. BRMHMR reserves the right to negotiate a Contract with the proposer having the best evaluation as determined by BRMHMR. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. BRMHMR additionally reserved the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to BRMHMR and commence negotiations with the next best rated proposer.

11. ACCEPTANCE.

Acceptance of a proposer's offer will be by acceptance letters issued by BRMHMR.

12. PROTESTS.

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to BRMHMR Executive Director within three (3) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to the proposal number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation.

13. EQUAL OPPORTUNITY.

Proposers are expected to certify that they are Equal Employment Opportunity employers. Signature on the proposal certifies same.

## **SUBMISSION INSTRUCTIONS**

### **1.0 General**

#### **1.1 Introduction and Scope**

BRMHMR is seeking proposals from qualified attorneys capable of providing legal services in those areas and relative to those duties described in Scope of Work for Legal Services herein. Proposers which have relevant “hands on” experience are invited to complete and submit proposals. The contents of the proposal shall include the following:

- Cover letter,
- Understanding or statement as to each element of the Scope of Work,
- Personnel and equipment,
- Experience and references,
- Certification of Malpractice coverage, and
- Fee and Cost proposal (submitted in a separately sealed envelope).

Proposers shall submit one (1) original and three (3) copies of their proposal that must be concise and straightforward.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as described in the *Instructions to Proposers*, Section 5.1.

**1.2 Proposal Elements:** In addition to those responses required under item #7 under Scope of Work for Legal Services, the responder must address the following elements:

##### **1.2.1 Cover Letter**

Include appropriate introductory and contact information including the name of the proposer’s principle liaison.

##### **1.2.2 Understanding or statement of the scope of work**

State in precise terms your understanding of the technical specifications required of an attorney providing legal services as presented under Scope of the Work.

##### **1.2.3 Personnel and Equipment**

Identify and provide resumes of those staff persons including lead attorney who will be handling this contract. Include the number of professional personnel by skill and qualifications, including associate attorneys, legal assistants/paralegals, and other support staff. Describe the technological capabilities of proposer to meet the legal needs of BRMHMR. Proposers should include copies of all licenses, certificates, and Board Certifications for

the proposer as well as for the staff. Include the bar numbers of lead attorney and associate attorneys. Proposers are expected to be in good standing with the federal and state bars. Signature on the proposal certifies same.

#### **1.2.4 Experience and References**

List and describe your experiences in providing similar work, specifically for governmental or quasi-governmental entities and preferably other MHMR facilities. Provide letters of reference from the Executive Directors and/or Board Chairpersons regarding the quality of your services and value to the entity.

#### **1.2.5 Fee and Cost Proposal (separately, sealed envelope)**

Fee is determined as hourly rate of attorney, associate attorney, or pertinent staff. Cost is determined as telephone, mileage, copies, faxes, etc.

Proposer must submit the Fee and Cost Proposal with its proposal. All costs to be incurred and billed to BRMHMR will be firm and included in this proposal. Failure to complete and return this section will be cause for rejection of this proposal as non-responsive. **Fee and Cost Proposal must be submitted in a separately sealed envelope.**

## **2.0 Basis for Award and Selection Criteria**

**2.1** BRMHMR will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of BRMHMR as stated herein will not be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that Proposer whose proposal is deemed most advantageous to, and in the best interest of, BRMHMR and the general public. Evaluation factors with their weights are as follows:

Type, quality, and duration of legal experience specializing in employment law. 20%

Directly applicable experience - 15%

Successful experience with similar entities - 15%

Experience in representing public sector employers - 15%

Capacity to adequately and timely respond to legal needs in the area. - 10%

Capability of the proposer to meet the needs of BRMHMR - 10%

Qualifications - 15%

**2.2** BRMHMR will first evaluate the proposals on all factors other than fees and cost. After a preliminary evaluation, the fees and cost proposal will be included in the evaluation process on an equal basis. BRMHMR may select a proposer for the project after this review if BRMHMR feels it is in BRMHMR's best interest. Otherwise, a short-list of interviewees will be established based upon the overall

results. After completion of the interviews the evaluation of the proposals will be reviewed and modified as necessary.

### **3.0 Proposal Submission Requirements**

**3.1** Inquiries should be emailed or faxed to Jose Luis Romero. Material information provided to one potential proposer will be provided equally in writing to all. Oral responses will not be binding.

### **3.2 Submission Requirements**

#### **3.2.1 Proposal Submission**

Proposals must be hand delivered or mailed to Jose Luis Romero, Border Region MHMR, 1500 Pappas, Laredo, TX 78041. Proposers must submit one signed original and three (3) copies of their proposal. The Fee and Cost Proposal must be submitted as a separate item in a sealed envelope inside the proposal envelope.

#### **3.2.2 Late Submittal**

Proposals received after the Proposal Due Date will be deemed as non-responsive and will be returned unopened.

#### **3.2.3 Proposal Qualification**

Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered. The cover letter must bear the signature of a person duly authorized to legally commit the proposer.

### **3.3 Reservation of Rights**

**3.3.1** BRMHMR reserves the right to reject any or all proposals (or any part thereof) received by reason of this request. In any event, no Contract is implied merely by submission of a proposal.

**3.3.2** BRMHMR reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right.

**3.3.3** BRMHMR reserves the right to negotiate a Contract with proposer having the best proposal as determined by BRMHMR. BRMHMR additionally reserves the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to BRMHMR and commence negotiations with the next best rated proposer.

### **3.4 Release of Information**

Information submitted in response to this RFP will not be released by BRMHMR

during the proposal evaluation process or prior to contract award. Proposers are advised that BRMHMR may be required to release proposal information, other than trade secrets, after contract award in conformance with the Texas Public Information Act laws.

**3.5** BRMHMR is a covered entity under Title III of the Americans with Disabilities Act, 42, U.S.C. Proposers awarded a contract through this RFP must comply with the Americans With Disabilities Act.

## Scope of Work for Legal Services

### 1. Introduction

BRMHMR is a political sub-division of the State of Texas.

Approximately 75% of all employees are hourly employees. Approximately 55% of all employees are within the therapist tech group. Administrative and Professional workers represent approximately 27% of the BRMHMR workforce. The average tenure among BRMHMR employees is 7.5 years of service. BRMHMR averages about one (1) EEOC charge per year. Since 2000, two (2) employment-related lawsuits naming the BRMHMR as a defendant have been served.

The Executive Director reports to a Board of Directors which provides guidance and oversight as required by Texas law. The County Judges of Webb, Starr, Zapata and Jim Hogg Counties appoint the nine (9) Board Members in a ratio equivalent to the county's population. BRMHMR has offices in all four (4) counties.

### 2. Scope of Work

Legal services to be provided at the direction of the Board Chair and/or the Executive Director on behalf of the Board and/or BRMHMR relating to board governance issues, general business and contractual issues, including real property issues, litigation advice and prevention, labor and employment issues for BRMHMR, including but not limited to the following:

#### **BOARD GOVERNANCE – GENERAL BUSINESS AND CONTRACT –**

#### **LITIGATION PREVENTION AND ADVICE**

- 1) Chapter 534 of the Texas Health & Safety Code, the enabling legislation governing BRMHMR;
- 2) Americans with Disabilities Act, particularly in reference to public accommodation in Title III;
- 3) Third-party contracting guidelines, including review, drafting and advising regarding the negotiation of contracts;
- 4) Inter-local contracting requirements pursuant to Chapter 791 of the Texas Government Code;
- 5) Texas Local Government Code and Texas Government Code and related statutes applicable to community centers in Texas;
- 6) Texas Open Meetings Act, Texas Public Information Act, and Financial Disclosure Statutes.
- 7) Conflict of interest and nepotism prohibitions;

- 8) Knowledge and prior experience in representing public sector entities;
- 9) Civil rights laws, rules and regulations applicable to governmental entities boards and their employment of Executive Director;
- 10) Must be able to respond within two (2) hours regarding requests for legal advice;
- 11) Review and/or draft responses to complaints and grievances brought before the Board;
- 12) Advise the Board on adverse media coverage, as requested;
- 13) Assist in annual Board training;
- 14) Attend, as requested, Board Meetings, Board Committee meetings, and other related meetings; and
- 15) Provide guidance as related to compliance with federal and state employment laws.

### **LABOR AND EMPLOYMENT LAW**

Legal services to be provided at the direction of the Executive Director and/or his designee, including HR & Support Services Administrator, on behalf of BRMHMR relating to labor and employment issues for BRMHMR, including but not limited to the following:

- 1) Provide advice on all state and federal employment laws, including but not limited to civil rights laws, rules and regulations applicable to governmental entities, including but not limited to, ADA, ADEA, COBRA, EPA, EPPA, ERISA, FLSA, FMLA, GINA, IRCA, OSHA, Title VII, Texas Labor Code, Worker's Compensation, Whistleblower and First Amendment Rights, and USERRA;
- 2) Provide employment law advice to BRMHMR staff as it relates to discipline, documentation and separation of employees, and prevention of complaints and litigation;
- 3) Advise and represent, as requested, BRMHMR in employment matters before the EEOC and/or the TWC-CRD, including preparation of Position Statements, Responses to Request for Information, appearances for on-site inspections and mediation;
- 4) Draft and/or review BRMHMR employment policies, procedures and agreements, as requested;
- 5) Represent, as requested, BRMHMR in employment-related litigation, mediation or other negotiations;

- 6) Review and/or draft investigative reports and/or responses to employee grievances, as requested;
- 7) Provide, upon request, periodic employee and supervisor training.

### **EXCLUDED DUTIES**

- 1) BRMHMR carries Professional Liability (errors and omissions policy) through TML. TML appoints legal representation in such matters.

### **3. Term of Contract:**

BRMHMR is seeking a two-year contract with three one-year annual renewal options.

### **4. Desired Attorney Qualifications:**

- 1) Licensed as an attorney in Texas.
- 2) Board Certification in Labor & Employment Law in the State of Texas.
- 3) Thorough Knowledge and Experience in Public Sector Employment Law and Board Governance.
- 4) Malpractice insurance for any attorney handling Board matters at a minimum of \$2-million dollars per claim and \$3- million dollars per annual aggregate sufficient to protect the BRMHMR.
- 5) Attorney is fully bound by the provisions of 42 C.F.R. Part 2 (Federal regulations dealing with drug and alcohol abuse records), the Health Insurance Portability and Accountability Act of 1996, Title 7 of the Texas Health and Safety Code, Center Policies and Procedures as applicable, and the Professional Code of Ethics for Texas attorneys.

### **5. Other Terms of Contract**

- 1) Attorney shall not be prohibited from engaging in the private practice of law during course of contract, so long as the said practice does not interfere or conflict with the matters of BRMHMR. If a conflict develops, the attorney shall notify the Executive Director immediately.
- 2) Attorney fees; investigative and witness fees and expenses; itemized and billed at 1/10 hour increments to be paid on a monthly basis.
- 3) BRMHMR reserves the right on a specific case basis to use alternate counsel.
- 4) Reimbursement for services.
- 5) Reimbursement for professional services shall include sufficient clerical and support staff to produce finished products such as investigative reports, correspondence, orders, briefs, hearing notices, complaints, etc.
- 6) Reimbursement under the terms of the contract shall include an hourly rate for the attorney, law clerk, paralegal, investigators, and travel expenses, such as mileage. The expenses shall be a separate entry from attorney fee.
- 7) Attorney agrees to maintain policies of general and professional liability insurance coverage insuring Attorney, including its officers, directors, agents, employees, volunteers, and board of trustees, against any claim for damages arising in connection with performance of the responsibilities of Attorney, or

its employees under this Agreement. Attorney shall furnish copies of such insurance policies to Center at the time this Agreement is signed. Center may withhold its services under the terms of this Agreement until Attorney furnishes Center with copies of such policies proving that such insurance is in full force and effect. Attorney shall give prompt notice to Center of any anticipated lapse of insurance coverage or the cancellation of its insurance coverage.

## **6. Basis of Award of Professional Services Contract**

- 1) Type, quality and duration of legal experience specializing in employment law. - 20%
- 2) Directly applicable experience. - 15%
- 3) Successful experience with similar entities. - 15%
- 4) Experience in representing public sector employers. - 15%
- 5) Capacity to adequately and timely respond to legal needs in the area. - 10%
- 6) Capacity of the proposer to meet the needs of BRMHMR. - 10%
- 7) Qualifications. - 15%
- 8) Cost – (see Submission Instructions **2.2**)

## **7. Response from Proposer**

7.1 In order to evaluate and select the most appropriate legal service, each proposer must respond to the following questions, statements, and requests for information:

- 1) Attorney Qualifications
- 2) Provide proof of the Texas attorney licensure.
- 3) State whether you have had any public disciplinary action taken upon your Texas or any other attorney license.
- 4) Provide a detailed summary of your legal experience including experience in the area of employment law within the public sector arena.
- 5) Explain the nature and extent of your familiarity with employment law as it relates to public employers.

7.2 State the maximum number of hours each year you would be able to provide to BRMHMR.

- 1) Provide a description of current office space, equipment, law library, electronic resources and support staff.
- 2) State whether you would be able to travel for hearings, meetings, or other requests of BRMHMR.
- 3) State that you have the financial resources to pay for on-going monetary requirements, to be billed to BRMHMR later. Those might include but are not limited to:
  - a. Process service to witnesses,
  - b. Copying,

- c. Reproducing exhibits,
  - d. Witness fees and expenses, including lay and expert witnesses,
  - e. Investigative fees and expenses, including lay and experts, and
  - f. Filing fees.
- 4) Provide a copy of malpractice insurance policy.
- 5) If selected, please indicate how your firm intends to carry out the work on behalf of BRMHMR Board by the following:
- a. Shareholder/Partner Attorney
  - b. Associate Attorney
  - c. Paralegal/Legal Assistant
- 6) Has the firm, you, or any attorney in the Firm ever been sued? Explain circumstances and outcome.
- 7) Has your firm or any attorney in your firm ever sued a governmental entity?
- a. List Case Style
  - b. Cause No.
  - c. Status
- 8) Have you represented or sued any of the 4 counties that are part of BRMHMR's area on behalf of a client?
- 9) If a conflict between BRMHMR and another Firm client or potential client develops – how will you handle it?

## **STANDARD SERVICE TERMS AND CONDITIONS**

### 1. **SERVICE STANDARDS.**

Standard services will be “best practices” and shall be consistent with those utilized in the representation of governmental entities. Performance under this contract shall be judged by those standards. Notice of any defect by BRMHMR shall be remedied immediately.

### 2. **INVOICES AND PAYMENTS.**

Proposer shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to BRMHMR, Attn: Daniel Castillon, 1500 Pappas, Laredo, Texas 78041. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Cost and Fee Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, proposer shall submit a reminder invoice marked “overdue.” BRMHMR reserves the right to review all of proposer’s invoices after payment and recover any overcharges resulting from such review.

### 3. **LIABILITY INSURANCE COVERAGE.**

Proposer shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:

Malpractice insurance with minimum policy limits of \$1,000,000.

Insurance policy shall be issued by insurance company licensed to do business in the State of Texas and rated A- or better by the A.M. Best insurance rating guide. A certificate of insurance evidencing such coverage shall be furnished to BRMHMR prior to the commencement of the work and maintained throughout the term of the Contract. Such insurance policy shall not be cancelled, materially changed, or not renewed, without thirty (30) days’ prior written notice to BRMHMR, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policy shall promptly be furnished to BRMHMR upon its written request.

4. WORKERS' COMPENSATION.

The proposer shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against BRMHMR.

5. INDEMNIFICATION.

Proposer shall indemnify and hold harmless BRMHMR, its trustees, officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Proposer or its officers, employees or agents, during the term of this Contract. Proposer shall assume on behalf of BRMHMR and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not BRMHMR is joined therein, even if such claims be groundless, false or fraudulent.

6. INDEPENDENT CONTRACTOR.

At all times during the term of this Contract, Proposer shall be an independent contractor to BRMHMR, and Proposer shall not in any event be deemed an employee or other representative of BRMHMR. Any persons employed by Proposer shall at all times hereunder be deemed to be the employees of Proposer, and Proposer shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Proposer shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Proposer warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

7. ASSIGNMENT.

Proposer shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of BRMHMR. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by BRMHMR for damages or claims arising under this Contract or any other obligation owed by Proposer to BRMHMR.

8. AMENDMENTS.

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

9. TERMINATION.

BRMHMR shall have the right to terminate for default all or any part of its Contract if Proposer breaches any of the terms hereof or if Proposer becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which BRMHMR may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. BRMHMR additionally has the right to terminate this Contract without cause by delivery to Proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

10. ADVERTISING.

The Firm shall not advertise or publish, without BRMHMR's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

11. GRATUITIES.

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of BRMHMR with a view toward securing a contract or securing favorable treatment with respect to a contract.

12. EQUAL OPPORTUNITY.

Proposer agrees that during the performance of this Contract it will:

12.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.

12.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Proposer shall be advised of any complaints filed with BRMHMR alleging that Proposer is not an equal opportunity employer. BRMHMR reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

13. ENFORCEABILITY.

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Webb County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

14. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

15. INTERPRETATION.

This writing is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

## **FEE AND COST PROPOSAL**

RFP No.: 2010-02

PROPOSER: \_\_\_\_\_

### **INSTRUCTIONS:**

1. Submit one (1) original and three (3) copies of this Cost Proposal to BRMHMR at 1500 Pappas, Laredo, Texas 78041. On the outside of your proposal include information as requested in the Instructions to Proposers, Section 5.0.
2. This Fee and Cost Proposal will be submitted in a separately, sealed envelope.

**FIRST YEAR FEE AND COST PROPOSAL**

In order to evaluate and select the most appropriate legal service, each bidder must respond to the following questions, statements, and requests for information:

Reimbursement costs (includes all support services)

1. Hourly rate for lead attorney? \$ \_\_\_\_\_

2. Hourly rate for law clerk/associate attorney? \$ \_\_\_\_\_

3. Hourly rate for paralegal assistant? \$ \_\_\_\_\_

4. Hourly rate for travel time for attorney? \$ \_\_\_\_\_

5. Cost per mile for automobile? \$ \_\_\_\_\_

6. Other Costs not shown above (please be specific)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

## SECOND YEAR FEE AND COST PROPOSAL

In order to evaluate and select the most appropriate legal service, each bidder must respond to the following questions, statements, and requests for information:

Reimbursement costs (includes all support services)

1. Hourly rate for lead attorney? \$ \_\_\_\_\_

2. Hourly rate for law clerk/associate attorney? \$ \_\_\_\_\_

3. Hourly rate for paralegal assistant? \$ \_\_\_\_\_

4. Hourly rate for travel time for attorney? \$ \_\_\_\_\_

5. Cost per mile for automobile? \$ \_\_\_\_\_

6. Other Costs not shown above (please be specific)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**FIRST OPTION YEAR**

In order to evaluate and select the most appropriate legal service, each bidder must respond to the following questions, statements, and requests for information:

Reimbursement costs (includes all support services)

1. Hourly rate for lead attorney? \$ \_\_\_\_\_

2. Hourly rate for law clerk/associate attorney? \$ \_\_\_\_\_

3. Hourly rate for paralegal assistant? \$ \_\_\_\_\_

4. Hourly rate for travel time for attorney? \$ \_\_\_\_\_

5. Cost per mile for automobile? \$ \_\_\_\_\_

6. Other Costs not shown above (please be specific)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**SECOND OPTION YEAR**

In order to evaluate and select the most appropriate legal service, each bidder must respond to the following questions, statements, and requests for information:

Reimbursement costs (includes all support services)

1. Hourly rate for lead attorney? \$ \_\_\_\_\_

2. Hourly rate for law clerk/associate attorney? \$ \_\_\_\_\_

3. Hourly rate for paralegal assistant? \$ \_\_\_\_\_

4. Hourly rate for travel time for attorney? \$ \_\_\_\_\_

5. Cost per mile for automobile? \$ \_\_\_\_\_

6. Other Costs not shown above (please be specific)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

### THIRD OPTION YEAR

In order to evaluate and select the most appropriate legal service, each bidder must respond to the following questions, statements, and requests for information:

Reimbursement costs (includes all support services)

1. Hourly rate for lead attorney? \$ \_\_\_\_\_

2. Hourly rate for law clerk/associate attorney? \$ \_\_\_\_\_

3. Hourly rate for paralegal assistant? \$ \_\_\_\_\_

4. Hourly rate for travel time for attorney? \$ \_\_\_\_\_

5. Cost per mile for automobile? \$ \_\_\_\_\_

6. Other Costs not shown above (please be specific)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

In submitting this proposal, I certify as follows:

1. **Non-Collusion Certification:** The undersigned Firm hereby certifies that it has made this quote independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this quote, with any other Firm or with any other competitor;
2. **Proposal Validity Certification:** The undersigned offers and agrees, if this offer is accepted within 120 calendar days from the proposal due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
3. **Non-Debarment Certification:** The undersigned Firm hereby certifies that all attorneys used are licensed and in good standing.
4. **Non-Conflict Certification:** The undersigned Firm hereby represents and warrants that no employee, official, or member of BRMHMR's Board of Trustees or staff will be pecuniarily benefited directly or indirectly, in this Contract; and
5. **Non-Inducement Certification:** The undersigned Firm hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any trustee, officer, or employee of BRMHMR with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

The undersigned hereby further certifies that s/he has read all of the documents and agrees to a proposal by the terms, certifications, conditions, and addenda thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(Street Address) (City) (State)(Zip Code)

Mailing  
Address: \_\_\_\_\_  
(P.O. Box) (City) (State)(Zip Code)

Telephone: (Office) \_\_\_\_\_ (Fax) \_\_\_\_\_

S.S.# or  
Tax ID #: \_\_\_\_\_

Firm Owners: \_\_\_\_\_

Firm Representative legally authorized to sign this proposal:  
\_\_\_\_\_

(Check type of organization)

- |                              |                           |
|------------------------------|---------------------------|
| _____ Sole proprietorship    | _____ Corporation         |
| _____ General proprietorship | _____ Limited Partnership |
| _____ Limited proprietorship |                           |

Date firm was founded: \_\_\_\_\_

Other Names the Firm has had: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT:**

Receipt of the following addenda is acknowledged (give addenda number)

\_\_\_\_\_

**DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:      1. Corporation               2. Partnership               3. Sole Owner   
                 4. Association               5. Other  \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each "employee" of BRMHMR having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2. State the names of each "official" (including trustee) of BRMHMR having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	TITLE
_____	_____
_____	_____

3. State the names of each "employee," "board member," or "trustee" of BRMHMR with whom Firm has done business in the last five (5) calendar years.

NAME	DESIGNATE POSITION
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for BRMHMR who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm"

NAME

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to BRMHMR as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print Name)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_