

EASTERN WYOMING COLLEGE

**Request for Proposals
RFP No. 2021/22-01
Proposals for General Legal Services**

MAIL SEALED PROPOSALS TO: Kwin Wilkes, VP Finance and Administrative Services
Eastern Wyoming College
3200 West C Street
Torrington, WY 82240
kwilkes@ewc.wy.edu

PROPOSAL OPENING DATE: Wednesday, January 5, 2022 TIME 2:00 pm/MST

At the above date and time, proposals will be opened with at least one witness present. Proposals will not be opened publicly. Any proposal received after the stated date and time will not be considered and will be returned unopened.

Note any questions are to be addressed to the Office of Finance and Administrative Services, Kwin Wilkes,
kwilkes@ewc.wy.edu

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made, to any competitor or any other person engaged in such line of business.

OFFEROR MUST FILL IN AND SIGN:

NAME OF FIRM, COMPANY

ADDRESS

(Street) (City) (State) (Zip)

AUTHORIZED SIGNATURE

(Title)

DATE _____ TELEPHONE NO. _____

This requirement is assigned Commodity Code # XXXX- Legal Services, Attorneys

In submitting their proposal, Offerors represent that they have examined and acknowledge receipt of addendums(s), (if any have been issued) identified below:

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

REQUEST FOR PROPOSAL

Sealed Proposals in triplicate will be received until **2:00 PM, on January 5, 2022** at the Office of Finance and Administrative Services, Eastern Wyoming College, Torrington, Wyoming for the following:

GENERAL LEGAL SERVICES

Invitation to Proposal may be secured free of charge at the EWC website at <http://www.ewc.wy> or at the Office of Finance and Administrative Services, 3200 West C Street, Torrington, Wyoming 82240. The Board of Trustees reserves the right to reject any and all proposals and to waive all technicalities or informalities in the proposal.

Board of Trustees
Eastern Wyoming College
By:/s/Dr. Lesley Travers

ATTEST:

/s/ Randy Adams
Secretary

1. PURPOSE

Eastern Wyoming College (EWC) invites law firm(s) and attorney(s) to submit sealed proposals for Legal Services provided to EWC. It is anticipated that General Legal Services will be required on an ongoing basis to address a wide range of issues concerning the business of EWC. Offerors may submit proposals addressing one or more of the following areas: general counsel, personnel matters, college policies, construction law and contracts, risk management and insurance matters, and public law. EWC may choose in the sole exercise of its discretion to select all, some or none of the Offerors. In addition, selection of an Offeror pursuant to this RFP does not guarantee that EWC will award any work orders for General Legal Services to any of the successful Offerors.

2. INSTRUCTIONS AND CONDITIONS

a. Proposals will be accepted until **2:00 PM, on January 3, 2022**. Proposal received after the above-indicated time will be returned unopened. **Three (3) copies of each proposal shall be delivered to:**

**Eastern Wyoming College
Finance and Administrative Services
3200 West C Street
Torrington, Wyoming 82240**

b. Proposals shall be submitted in a sealed envelope, box, or wrapping and should be labeled:

“SEALED PROPOSAL”

RFP NO. 2021/22-01

General Legal Services

c. Responses should be in the same order as the evaluation criteria.

d. Any proposal that does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. Concise proposals will be appreciated. Lengthy proposals are discouraged.

3. TERM

The term of the contract will be for a one (1)-year period beginning around July 1, 2022 through June 30, 2023. Sixty (60) days prior to June 30th of each year of the contract, the legal service provider shall notify EWC of any price, terms and/or conditions changes for the following year, in order that EWC may consider such renewal.

The legal services providers must possess adequate resources to handle EWC's legal services. If at any time this contract should prove unsatisfactory, either party may cancel same upon sixty (60) days' written notice.

4. CONFLICT OF INTEREST

Offeror warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with fair competition or the performance of services required under this request. The Procurement Code, Section XXXXXXXX13-1-28 at seq. WY 2018, as amended imposes civil and criminal penalties for its violation. In addition, the Wyoming criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

5. INFORMATION REFERRAL, ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the specifications or other pre-proposal documents will be made to any proposer orally.

Every request for such interpretations must be made in writing, or email, and to be given consideration, must be received no later than August 10, 2021. All interpretations and any supplemental instructions will be emailed or mailed to all prospective proposers (at the respective addresses furnished for such purposes). Such addendum of interpretations shall not relieve Offerors from obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

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All Offerors are referred to the Office of the VP of Finance and Administrative Services of EWC to obtain information not available in the specifications.

Eastern Wyoming College
Kwin Wilkes, VP Finance and Administrative Services
3200 West C Street
Torrington, WY 82240
Email: kwilkes@ewc.wy.edu

6. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written out in full.

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any EWC employee, student or guest because of race, color, religion, national origin, sex, and marital status, or status with regard to public assistance, disability or age.

7. ASSIGNMENT

No right or interest in any contract arising from this request for proposal shall be assigned or delegated by the proposers without the written permission of EWC.

8. NEWS RELEASES

Upon receipt of a contract agreement with EWC, the Offerors shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to EWC, without the written approval from the Finance and Administrative Services or designated representative, obtained in advance, for each item of advertising or publicity. However, nothing shall preclude successful Offerors from listing EWC on its routine client list for matters of reference.

9. IDEMNITY

Offerors shall indemnify and hold harmless EWC, its agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of, or resulting from the operation or performance of the contractor or any subcontractor under this agreement. The liability of EWC will be subject in all cases to the immunities and limitations of the Wyoming Tort Claims Act, Section XXXXX as amended.

10. PROPRIETARY INFORMATION

EWC discourages the submission of any information deemed "proprietary" or "protected" and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. EWC, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

11. COST OF PROPOSAL

Each Offeror is responsible for any cost associated with submitting a proposal and response to this request for proposal. Each Offeror is responsible for any cost incurred in making visits to EWC for any purpose associated with this request for proposal.

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12. LATE SUBMISSIONS

Late submissions of offers will not be considered unless it is determined by Eastern Wyoming College that the late receipt was due solely to mishandling by EWC after receipt by EWC or the offer is the only offer received. EWC will not be responsible for any lost or misdirected mail sent by common carrier. The time clock in the Office of the Chief Procurement Officer shall serve as the official record of time. Late submissions will be returned unopened.

13. EWC OPTIONS

The Eastern Wyoming College, notwithstanding any other provision of this request for proposals, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal or proposal procedures;
- b. Reject any or all proposals;
- c. Reissue a request for proposals;
- d. Negotiate with any or all of the Offeror representatives for the purpose of obtaining best and final offers. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. EWC is under no obligation to conduct discussions with any or all Offerors.

14. CHANGES/ALTERATIONS AFTER AWARD

Changes or alterations after the award can only be made if agreed to in writing by Eastern Wyoming College.

15. CANCELLATION

Eastern Wyoming College reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.

16. EVALUATION CRITERIA

Each proposal will be evaluated on the basis of all of its contents and a contract awarded to the responsible Offeror(s) whose proposal is, in the opinion of EWC, determined to be most advantageous to EWC, when all factors are considered. EWC intends on this RFP being a multiple source award.

Evaluation factors and their value in our evaluation follow: 6 Evaluation Criteria	POINTS
Qualifications of attorney to be assigned	30
Experience with institutions of higher education	40
Experience with administrative bodies in the State of Wyoming	15
Hourly Rate/Cost Savings	15
Grand Total	100

EWC shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality of the services.

Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist negotiations.

17. RIGHT TO PROTEST

Any Offeror who is aggrieved in connection with this Request for Proposal may protest the award to Eastern Wyoming College VP of Finance and Administration as provided by the Wyoming State Procurement Code XXXXX The protest shall be submitted in writing with 15 (fifteen) calendar days after knowledge of the facts or occurrence giving rise thereto.

In the event of a timely protest under this section, EWC and the Contracting Agency shall not proceed further with the procurement unless EWC makes a determination that the award of Agreement is necessary to protect substantial interest of the Contracting Agency. Protests must be written and must include a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the VP of Finance and Administration. Emailed protests will not be considered.

18. SELECTION PROCESS

Proposals will be reviewed by a selection committee. The process will include such site presentations and interviews as the committee may require. EWC may award one contract for all legal services or may elect to award separate contracts in the following areas: general counsel, personnel matters, debt issuance and tax matters, construction law and contracts, risk management and insurance matters, and public law. The award(s) shall be made to the responsible Offeror(s) whose proposal is most advantageous to Eastern Wyoming College, taking into consideration the evaluation factors, as outlined in the Evaluation Criteria.

Offerors may be invited to discuss their proposal with EWC staff. EWC is under no obligation to conduct discussions with any or all Offerors. Offerors shall bear any and all costs incurred by them in the conduct of any discussions or negotiations including travel, if requested by the EWC staff.

Concise proposals will be appreciated; lengthy proposals are not required.

In addition, selection of an Offeror(s) pursuant to this RFP does not guarantee that EWC will award work orders for General Legal Services to any selected Offeror(s).

20. OBLIGATION OF PROPOSERS

At the time of the opening of proposals, each Offeror will be presumed to have read and be thoroughly familiar with the specifications and regulations, including all addenda. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve an Offeror for any obligation in respect of his/her proposal.

21. CONTRACT DOCUMENTS

If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Offeror, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the System and the Offeror, all of which shall be referred to collectively as the Contract Documents.

22. DETAILED CONTENTS OF PROPOSAL

All proposals must include the following:

- a. The Letter of Transmittal on page 1 must be filled out and signed by an individual authorized to commit the Offeror. All addenda (if applicable) must be acknowledged on the Letter of Transmittal.
- b. The names of all attorneys associated with the Offeror and the nature of their association (partner, shareholder, associate, etc.);
- c. The lead attorney(s) who will be assigned to be responsible for responding to EWC's need for legal services;
- d. Offerors may submit responses to one or more of the following areas: general counsel, personnel matters, debt issuance and tax matters, construction law and contracts, risk management and insurance matters, and public law.
- e. A copy of the Offeror's or attorney's professional liability policy and limits of the policy;
- f. The hourly rate EWC will be billed for legal services; any cost savings such as free staff training or reduced rate for Board Meetings.
- g. A summary of the Offeror's experience with institutions of higher education;
- h. A summary of the Offeror's experience with administrative bodies in the State of Wyoming
- i. A sample billing, which should include description of service, time spent, rate and attorney performing work by name or initial.